CONTRACT FOR THE PERFORMANCE OF

EXTERNAL QUALITY REVIEW ACTIVITIES

FOR THE

WISCONSIN FAMILY CARE PROGRAM

between

THE WISCONSIN DEPARTMENT OF HEALTH AND FAMILY SERVICES (DHFS)

and

METASTAR, INC.

July 2003 – June 2004

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CONTRACT

THIS AGREEMENT is made and entered into on July 1, 2003 by and between the State of Wisconsin, Department of Health and Family Services, hereinafter referred to as "DHFS", and MetaStar, Inc. whose principle address is 2909 Landmark Place, Madison, WI 53713 hereinafter referred to as "Contractor".

WHEREAS DHFS wishes to contract with Contractor in order to engage the professional services of the contractor for the period commencing July 1, 2003 and ending June 30 2004; and

WHEREAS Contractor has indicated, a willingness to provide said professional services to DHFS;

NOW THEREFORE, in consideration of the mutual and independent agreement and consideration of the parties, DHFS and Contractor, the parties hereby covenant and agree as follows:

I. DEFINITIONS

"Benchmarking" is a systematic process of identifying processes that produce the best results, internal or external, or searching to find what works best within an organization. The result is an identified "benchmark" which is representative of the best quality and value that currently exists. This allows simple comparisons between the internal quality of the Department's Contractor and how it measures up to the best.

"Benefit package" means Family Care covered services, which shall be furnished by the CMO and for which payment is included in the capitation rate. A complete list of services in the Family Care benefit package can be found in the 2002 Health and Community Supports contract between the CMO and the Department, which is available on the Family Care web site. Additional information about the Medicaid services included in the FC benefit package can be found on the Medicaid program web site (www.DHFS.state.wi.us/medicaid) and in Medicaid contractor updates.

"Capitation" means a per member per month payment to a CMO for enrollees' services the CMO is required to provide or purchase as described in the Health and Community Services Contract and is paid in advance of its delivery.

"Care Management Organization" (CMO) means an organization that manages, coordinates, and assumes financial risk for the delivery of the Family Care benefit to enrolled members in a given geographic area.

"Centers for Medicare and Medicaid Services" (CMS) means the agency within the U.S. Department of Health and Human Services which is responsible for the federal-level administration of the Title XIX (Medicaid) program.

"Clinical" describes a practice specialty of the health and long-term care profession, including but not limited to registered nurses and social workers, which encompasses theories of biological, psychological, and social development, and includes client-centered clinical supervision and consultation with professional colleagues. Clinical practice is the application of specific knowledge, theories, and methods to assessment and diagnosis, treatment planning, intervention, and outcome evaluation.

"CMS" is The Centers for Medicare and Medicaid Services; an agency within the U.S. Department of Health and Human Services, which administers the Medicare and Medicaid Programs.

"Continuous quality improvement" (CQI) means a process for improving quality which assumes that opportunities for improvement are unlimited, is customer-oriented, is data driven, results in implementation of improvement, requires continual measurement of implemented improvement, and results in modification of improvements as indicated.

"Contract administrator" means the individual selected by DHFS to manage all aspects of the contract.

"Contract period" means the twelve month period commencing with the effective date of the contract and of its subsequent anniversary dates.

"Contractor" means the primary vendor(s) awarded funds.

"Cost-reimbursement contract" provides for the payment of a fixed fee to the contractor. The fixed fee, once negotiated, does not vary with the actual cost but may be adjusted as a result of any subsequent changes in the scope of work or services to be performed under the contract.

"Cultural competence" means the ability to provide services effectively to people of all cultures, races, ethnic backgrounds and religions in a manner that respects the worth of the individual and protects and preserves their dignity.

"Days" unless otherwise specified in the contract (e.g., "calendar days"), days shall mean business days.

"Department" or "DHFS" means the Wisconsin Department of Health and Family Services. This is the executive department in Wisconsin responsible for the administration of Title XIX (Medicaid). The term DHFS may also indicate the Department's designee, as applicable.

"Eligibility data" define the population using services. Specific eligibility data include: age, sex, benefits, target group, level of care and dates of enrollment. Eligibility data are not encounter data – they do not define service use.

“Encounter” refers to the electronic record of a service provided to a Family Care enrollee by both institutional and practitioner contractors (regardless of how the contractor was paid) when the service would traditionally be a billable service under fee-for-services reimbursement systems.

“Encounter data” means data on a distinct health and long- term care service provided to a Family Care enrollee.

“Enrollee” means an eligible individual who has been enrolled in a CMO. See definition of “member” below.

“Enrollment consultant” is any individual who is under contract with the Department to do enrollment consulting, which means that the enrollment consultant speaks with individuals who are eligible for the Family Care benefit to assist them in understanding all of the service or program options related to long-term care, and the costs and consequences of receiving services for their long term care needs, including the option of enrolling in a CMO in order to receive the Family Care benefit.

“External quality review”(EQR) means the analysis and evaluation, by an EQRO, of aggregated information on timeliness, access, and quality of health and long term care services furnished to Medicaid enrollees by each RC, Enrollment Consultant, or CMO, and other related activities performed by an EQRO.

“External quality review organization” (EQRO) means an organization that meets the competence and independence requirements set forth in Federal regulations and performs EQR.

“Family Care” means the Wisconsin long-term care program, which involves DHFS contracts with RCs, Enrollment Consultants, and CMOs to provide LTC services to CMO members or potential CMO members.

“Family Care agency” means a resource centers, care management organization, or agency employing enrollment consultants that has contracted with the Department to provide services related to Family Care.

“Fee-for-service claims data” are claims data that are collected on use of services through traditional Medicaid billing systems. In order to secure payment, contractors submit bills that identify the person served, the date of service, the service provided, the number of services, the place of service, the contractor, the diagnosis, and the amount billed. The state pays the contractor on the basis of the elements identified in the claim.

“HSRS data” is the on-line Human Services Reporting System (HSRS) that county agency personnel use to submit expenditures to the Department. Reporting is required monthly, and includes client identification information entered upon initial registration and monthly submissions specifying the units and costs of specific services provided to each client. For the Family Care program HSRS data is not used to directly generate payments for services, but rather to document delivery of the services.

“Letter of Direction” means a letter from the DHFS contract administrator to the Contractor that, by mutual agreement, directs specific work to be performed within a specified time period pursuant to the terms of the contract and is required for payment to be made to the Contractor for any work performed under the contract.

“Long Term Care Functional Screen (LTCFS) data” is information gathered by certified screeners through the use of the LTCFS application.

“Member” means an eligible individual who has been enrolled in a CMO. See definition of enrollee above.

“MEDS” means the Medicaid Evaluation and Decision Support (MEDS) system. It is an Oracle-based warehouse decision support system comprised of Medicaid and non-Medicaid data to assist Wisconsin in managing its Wisconsin Medicaid Program.

“MMIS” is the Medicaid Management Information System. It is a collection of subsystems which work together to perform all processing of regular Medicaid claims, including claim editing and writing both rejected and accepted claims to a permanent claims file. This information is used as input to reports, service histories, the Medicaid financial subsystem and MEDS.

“Performance measures” are data on an organization’s performance as reflected in standardized measures, including when possible local, state, or national information on performance of comparable organizations.

“Prepaid Health Plans” are organizations paid on a prepaid capitation basis for services furnished to enrollees. These entities do not provide comprehensive health care services.

“Protocols” means detailed instructions to be followed by personnel performing reviews of quality.

“Contractor network” means an individual contractor, clinic, group, association, agency or facility, which is employed or subcontracts with the CMO to furnish services in the Family Care benefit package to members of the CMO.

“Quality”, as it pertains to health and long term care, means the degree to which a RC or CMO maintains or improves the health and long term care outcomes of its enrollees through its structural and operational characteristics and through the provision of services. This definition recognizes structure, process, and outcomes as the variables that affect and constitute the delivery of appropriate health and long term care and that have historically been used in the review of quality of care. “Quality” as it pertains to consumers, means the achievement of consumer defined outcomes.

“Performance improvement projects” are systematic, planned approaches to improving outcomes that measure performance using objective quality indicators, involve

interventions to improve quality, evaluate the effectiveness of the interventions and increase or sustain improvement. See the Health and Community Supports Contract between the Department and CMOs, January 1, 2002, on the Family Care web-site.

"Quality indicator" is a variable reflecting either a discrete event (e.g., an older adult has/has not received a flu shot in the last 12 months) or a status (e.g., an enrollee's diabetes is/is not under control). In either case, an indicator must be clearly defined and subject to objective measurement.

"Resource Center" is an Aging and Disability Resource Center, which is an entity that meets the standards for operation and is under contract with the Department to provide the following services under s.46.283 (3), Stats.: information and referral services, advocacy, long-term care options counseling, benefits counseling, transitional services, prevention and early intervention, emergency response, choice counseling, disenrollment counseling, and waiting list management.

"State" means State of Wisconsin.

"State Fiscal year" (SFY) means state fiscal year, July 1-June 30.

"Subcontract" means a written agreement between a Contractor and a third party, or between a subcontractor and another subcontractor, to provide services or perform administrative functions.

"Subcontractor" means a third party who contracts with a Contractor for the provision of services for which the Contractor has contracted with DHFS to perform.

"Validation" means the review of information, data, and procedures to determine the extent to which they are accurate, reliable, free from bias, and in accord with standards for data collection and analysis.

II. SCOPE OF WORK

The DHFS shall define the role of the Contractor as it relates to the scope of work. Attachments B through F contain the core activities expected during the contract period. The DHFS reserves the right to approve all deliverables described under Attachments B through F.

A. Contractor Responsibilities for EQR Activities

All EQR activities focus on evaluating the services that are arranged for or provided to Family Care enrollees under the contract the Department has entered into with care management organizations (CMOs) or are services provided by a resource center or an enrollment consultant. Ultimately, the goal of external quality review activities is to gain an understanding of how each CMO is or is not meeting the needs of its enrolled population, how each RC or enrollment consultant are meeting the needs of potential Family Care enrollees, and how differences in State and CMO, RC or enrollment consultant approaches are affecting outcomes.

The review services to be provided under the EQR contract(s) include multiple tasks and deliverables designed to plan, implement, and report on the resulting evaluation of various components of each RC, enrollment consultant, or CMO that relate to quality assurance and improvement and each of these entities' performance in specific areas. Quality reviews also encompass an assessment of the RC's, enrollment consultants', or CMO's compliance with its contract with the Department and the Family Care statute and the administrative rules for Family Care (HFS 10). Each review area is to be conducted in accordance with DHFS policies, procedures and other provisions in effect during the time period under review. In addition, all work on required and optional review activities shall be performed consistent with applicable Medicaid provisions under the Balanced Budget Act of 1997, Managed Care provisions (when finalized), and CMS protocols for use in EQR of Medicaid Managed Care Organizations and Prepaid Health Plans.

Detailed information about the scope of work is contained in attachments to this contract. In addition, Contractor may be required to perform other duties as directed by the Department.

B. Completion and Approval of Deliverables

The process of approval of completed contract deliverables shall be the following:

1. DHFS shall provide Contractor with written descriptions of deliverables for which written produces are required and dates deliverables are due. (See Attachment B through F for a description of contract deliverables for required activities.)

2. Not later than thirty (30) days after deliverables are submitted, DHFS shall accept deliverable or advise Contractor in writing why deliverable is not accepted.

3. Contractor shall correct deliverable in conformity with information provided by DHFS and resubmit deliverable within thirty (30) days of written notice of non-acceptance.

4. If deliverable is still not acceptable, the process in (2) and (3) will be repeated.

C. Contractor Internal Quality Management Program

The contractor will establish and maintain its own internal quality management program following the basic principles of Continuous Quality Improvement (CQI), which are presently used in many industries. The CQI principles must be applied to all aspects of the contractor's performance under this contract. A detailed description of the internal quality management program and its associated processes and procedures will be submitted for review to DHFS by the contractors(s) within 60 days of the effective data of the contract.

D. Overall Quality of Contractor Performance

The DHFS reserves the right to determine the level of acceptable quality of any and all contractor deliverables. Reimbursement by the DHFS will be made for only those deliverables deemed by the DHFS to be of acceptable quality.

E. EQR Review Findings

The Department has the discretion to determine how and when review findings will be used and how the contractor may be involved to varying degrees in this process. The contractor may or may not be involved with finalizing preliminary review findings under the direction of the Department. For any of the required review activities, the Department may choose to be involved with review findings consistent with one of the following descriptions or in other intermediate ways.

1. High Level of Department Involvement - The Department may require the contractor to submit preliminary findings to the Department directly. The Department would then take total responsibility for reviewing the findings with the Family Care organizations and developing a final report and follow-up work plan to be implemented by the contractor.

2. Midlevel Department Involvement - The Department may direct the contractor to implement a process for the RC, Enrollment Consultant, or CMO to review and comment on findings prior to finalizing the contractor's annual report to the Department. The process could be jointly developed and implemented by the Department and the contractor.

3. Low Level of Department Involvement - The Department may direct the contractor to meet with each entity it reviewed to present its findings to the entity and develop a mutually agreed upon problem resolution, quality improvement, and follow-up work plan. The contractor would then submit a final report to the Department.

Regardless of the degree of involvement of the Department in finalizing the preliminary findings of the EQR in each review area, the EQRO will be highly involved in the follow-up of the final findings of reviews in each area. Because the Department is ultimately responsible for quality monitoring and oversight of RCs, enrollment consultants, and CMOs, the EQR contractor will submit status reports every four to six months on its follow-up activities on the preceding year's findings.

F. Organization Location for Contractor

All EQR services must be provided on-site, in the CMO counties or in the State, with the exception of approved administrative activities and those activities approved for off-site review. The contractor shall establish and maintain local office facilities at which business is conducted, i.e., where employees actually perform their work. The local office facilities should be within reasonable walking or driving distance of the Department's central office at 1 West Wilson Street, Madison Wisconsin. Regardless of local office location, the contract manager must be readily accessible and available to the Department during normal business hours.

The contractor must be open for business at least 40 hours in a standard business week. Holiday and other agency-wide leave policies should conform to those of the Department.

The contractor must assure that its services are accessible to Department staff, RC, enrollment consultant, and CMO staff, and program participants regardless of ability or disability, language, location, or cultural background. Reasonable accommodations, including barrier-free services, translation and signing services, and other considerations are the responsibility of the contractor. The contractor must comply with the requirements of the Americans with Disabilities Act.

G. Primary Information Sources for Review Activities

The contractor will use information from the following activities as primary sources for its review activities. A third party may have collected some of the information the contractor uses to conduct its reviews.

1. Evaluation of CMO Performance Improvement Projects. Hardcopy or electronic written descriptions of findings and results of data collected on validated performance improvement projects that are required by the Department and were conducted by the CMO during the preceding 12 months. Information may also be obtained through an interview of CMO personnel and other supporting documentation obtained form the CMO on an ad hoc basis.

2. Validating CMO Reported Performance Measures Required by the State. Data collected on validated performance measures that the Department requires and that the CMO reports during the preceding 12 months. This may entail reviewing the results of assessments that have been completed by a third party of the CMO's underlying information system. In addition, when performance measures are calculated from members' service records, the contractor may need to visually inspect a sample of records to determine whether members received the service in question.

3. Assessing Implementation of Family Care Quality Standards (see Aging and Disability Resource Center and Health and Community Supports Contract for required standards). Data, correspondence, information, and findings, including deficiencies, corrective action plans, and summaries of unmet requirements pertaining to each RC, enrollment consultant, and CMO that has been collected during the reviews that have been conducted within the previous 3-year period. Review topics are the following:

   (i) Availability of services.
   (ii) Continuity and coordination of care.
   (iii) Coverage and authorization of services.
   (iv) Establishment of contractor networks.
   (v) Enrollee information.
   (vi) Enrollee rights.
   (vii) Confidentiality.

(viii) Enrollment and disenrollment.
(ix) Grievance systems.
(x) Subcontractual relationships and delegation.
(xi) Use of practice guidelines.
(xii) Health information systems.
(xiii) Mechanisms to detect both under utilization and over utilization of services as part of the quality assessment and performance improvement programs.

4. Assessing the Quality of CMO Services and Support Coordination Functions. Information from member service records discussions with care managers and other contractors, interviews with members and/or member representatives or guardians, and on-site reviews.

5. Assessing Family Care Member Outcomes Using an Approved Assessment Protocol. Information collected during face-to-face interviews with members and CMO interdisciplinary team members, conversations with member representatives and/or guardians, and documentation of members' services.

6. Information from the following activities. Validation of member-level data, administration or validation of consumer or contractor surveys of quality of care, calculation of performance measures, conduct of performance improvement projects, or conduct of studies on quality that are focused on a particular aspect of clinical or non-clinical activity at a particular point in time. Some of these activities may be conducted by another party, at the direction of the Department, in which case the contractor will use the data that has been collected by the third party in its review.

7. Other. Medicaid and Family Care program management information reported by the CMOs and resource centers and collected by the State in the course of managing the Family Care program and other Medicaid programs.

III. CONTRACTOR QUALIFICATIONS AND PERSONNEL

The following conditions apply to Contractor staffing requirements and qualifications. The Department reserves the right to accept or reject any of the Contractor's employees assigned to this project and to require their replacement at any time.

A. Staff Competencies

The Contractor must ensure the provision of qualified staff in sufficient numbers and with sufficient training and experience to manage the workload and provide services in accordance with the standards as detailed in this contract. At a minimum, Contractor should employ or have available under contract personnel with the competencies described below.

B. Staffing Resources

The Contractor must have appropriate human resources to conduct all contracted EQR activities and must assign the following key leadership roles: a contract manager to manage the contract; and a project lead for each review activity under contract. The Contractor must also have qualified personnel in other key roles (examples of key personnel roles include clinical specialists, data analyst, data base administrator, and information system specialists). The Contractor shall not reassign key management personnel without prior notifications to the Department. Key management personnel must be replaced with personnel of equal skill, training, and experience and not without the written consent of the Department.

In addition, appropriate health and long-term care professional/clinical staff must be actively involved in the contracted activities related to development and review of performance improvement projects of a health and long term care/clinical nature especially when they involve data collected from individualized service plans or medical record abstractions. All health and long-term care professional/clinical staff must have appropriate education and certifications or licenses in the state of Wisconsin and be in compliance with all state and federal laws. The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting on behalf of the Contractor, are properly licensed as required under applicable state law and/or regulations.

The Contractor must have information system personnel, analysts and statisticians, when needed, to design systems that will be utilized to collect, analyze and present the information in a clear and concise format.

C. Employment

The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employer of such person or persons and of OSF.

D. Dual Employment

Section 16.417, Stats., prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than $12,000 as compensation within the same one-year period as the resulting contract. This prohibition applies only to individuals and does not include corporations or partnerships.

E. Clinical Expertise

The Contractor must utilize staff level personnel with varying clinical experience, e.g., medical, nursing, social work, mental health professional, therapist or other allied health professions. However, because the Contractor will be making measurements and assessments of the delivery of health and long-term care services and supports, assessment activities undertaken by the Contractor should be under the supervision of an individual with the appropriate education and experience in:

1. Assessing broad-based health and long term care services and supports, including community-based services, through the use of quality assurance tools such as: practice guidelines, quality indicators, and performance measures.

2. Use of practice guidelines, including their development, evaluation and implementation.

3. Designing, implementing and assessing the effectiveness of corrective action plans/quality improvement activities.

In addition, the Contractor shall have access on an ad-hoc basis to medical and health care experts in specific health and long term care areas, and to experts in the fields of behavioral interventions, case management, and experts in the supports that can be provided within community-based care models.

F. Financial Management

The Contractor must have knowledge of financial management practices including financial information systems and claims management, generally accepted accounting principles, budgeting and forecasting principles, and financial auditing principles.

G. Information Systems Staff

The Contractor must have sufficient management information system staff, either in-house or through subcontract, to manage contract requirements including data collection, analysis, and storage. Information system staff must be accessible and available to Department staff during regular business hours for technical support and in order to meet the deadlines set by the State. The Contractor must have computer systems and personnel able to analyze data extracted from Department sources to meet the specifications of this contract.

H. Staff Recruitment and Training

The Contractor shall assure that sufficient personnel are hired, on staff, or available as consultants under contract to implement the review programs required by this contract. For EQR activities, this shall be defined to include the hiring of appropriate health and long-term care contractors with special expertise in the care and services under review by the Contractor and shall include at a minimum: data manager and analysis staff, social workers and registered nurses who have experience in providing direct services to persons with physical disabilities, developmental disabilities and frailties of aging, behavior analysts, physical, occupational, and speech therapists, and experts in the area of providing supports in community-based service settings, including individuals' own homes. The accessibility, number and qualifications of the clinical staff or consultants must be sufficient for timely implementation and coordination of the responsibilities of this contract.

I. Staffing Reports

The Contractor must provide staffing reports to the Department. The staffing report is due to the Department's designated contract administrator within ten (10) days

following the end of the report period. The staffing report must include the following items:

1. Current number and type of clinical staff and consultants;
2. Changes in key positions;
3. A list of existing vacancies by position type and location;
4. Hiring actions including anticipated hires since last report; and
5. Provisions to cover existing vacancies to ensure completion of required activities.

Any changes in staffing that will result in a delay of the completion of required activities including reporting must be immediately reported to the Department.

J. Staff Training

The Contractor will assure that its staff possesses sufficient current knowledge of the work that is required under this contract through training of its review staff, including:

1. An understanding of Family Care and Wisconsin's long-term care programs, and regulation and licensing requirements;

2. An understanding of the Family Care quality monitoring and oversight system including the goals and objectives for conducting review;

3. Training relevant to state regulations, policies, and procedures regarding the Family Care benefit, Medicaid coverage, community-based long term care and services, and federal regulations for EQR;

4. Instruction on how to conduct reviews and how to abstract information from records in such a way that the results are valid and reliable.

K. Orientation and Continuing Professional Development

The Contractor is responsible for all training of new staff, and professional development necessary to support the activities outlined in this contract. The Contractor must also provide continuing education to clinical and non-clinical reviewers. The curriculum is subject to the review of the state as well as the timeframes and frequency of training activities.

L. Accessible Services

The Department's Contractor must assure that its services are accessible to Department staff, RC and CMO staff, and program participants regardless of ability or disability, language, location, or cultural background. Reasonable accommodations, including barrier-free services, translation and signing services, and other considerations are the responsibility of the Contractor. The Contractor must comply with the requirements of the Americans with Disabilities Act.

M. Contract Manager

The Contractor shall designate a contract manager to work directly with the Department. The contract manager shall be a full-time employee with the authority to revise processes or procedures and assign additional resources as needed to ensure the maximum efficiency and effectiveness of review activities and timely completion of contract deliverables. The Department reserves the right to review and approve candidates being considered for employment as the contract manager.

Regardless of local the office location the contract manager shall be readily accessible and available to the Department during normal business hours. The contract manager shall meet with representatives from the Department and other state contractors as necessary at least once each month, or more frequently as needed to discuss the status of the contract, the Contractor's performance, necessary revisions, reviews, reports and planning.

N. Review Activity Leads

For each proposed review activity, the Contractor must assign an individual who will act as project lead. One individual may act as the project lead for more that one review activity. The designated lead for a review activity shall be selected with Department concurrence; that is, the Department will have the right to review and approve candidates being considered for employment as the project lead for a particular review activity.

Contractor must assure that review activity leads are readily accessible and available to the Department during normal business hours, and that they are available to work in the same location as Department staff as requested by Department. Project leads for each review activity will meet frequently with Department personnel who are assigned to assure the satisfactory implementation of review activities and the integrity of the results of the review. The role of the project lead shall be to initially plan and develop the review activity and then be responsible for the ongoing operation and execution of the review activity. At a minimum, project leads must meet the qualifications listed in Attachment B of the RFP.

IV. SUBCONTRACTS

The Contractor may subcontract part of this contract. However, the Contractor retains responsibility for fulfillment of all terms and conditions of this contract when it enters into sub-contractual agreements and will be subject to enforcement of the terms and conditions of this contract.

The Contractor is accountable for, and must oversee, all subcontractor functions and both the Contractor and subcontractor must meet the requirements for independence, as specified in this contract. However, no delegation by the Contractor will relieve the Contractor of responsibility for assuring the performance of all aspects of the contract.

The use of subcontractors at any time during the contract period by Contractor for any portion of the scope of work detailed in this contract is subject to the prior written

consent of DHFS. DHFS may request such additional information and written assurances as deemed necessary to ensure that only qualified, competent agencies or groups perform services under the contract, and to ensure that the required scope of work is performed in a professional manner.

V. AFFIRMATIVE ACTION AND CIVIL RIGHTS COMPLIANCE PLAN

A. Affirmative Action and Civil Rights Compliance

The Contractor or subcontractor to the Contractor with a contract of an expected value of $25,000 or more and who has a workforce of 25 or more employees must 1) submit an affirmative action plan for approval to DHFS within fifteen (15) working days after the contract is awarded. Instructions on preparing the plan and technical assistance regarding this requirement are available from the DHFS Affirmative Action/Civil Rights Compliance Office; and 2) must agree to post in conspicuous places, available for employees, a notice to be provided by the DHFS that sets forth the provisions of the State of Wisconsin's nondiscrimination law. Failure to comply with the conditions of this section may result in the Contractor or subcontractors becoming declared an "ineligible" Contractor, termination of the contract, or withholding of payment.

No other qualified persons shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age. This policy covers eligibility for and access to services delivery, and treatment in all programs and activities. In delivering services to adolescents and their families, the contractor must ensure civil rights compliance consistent with the Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act.

B. Non-Discrimination in Employment

In connection with the performance of work under this contract, the Contractor and any subcontractor agree not to discriminate against any employee or prospective employee for employment because of age, race, religion, color, handicap, sex, marital status, physical condition, arrest or conviction record, developmental disability as defined in s. 51.01 (5), Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notice to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. Except with respect to sexual orientation, the Contractor and any subcontractors agree to take affirmative action to ensure equal employment opportunities.

VI. PROGRAM STRUCTURE

The Contractor and individuals hired by the Contractor shall be required to work with the Center for Delivery Systems Development and other relevant divisions and bureaus

within the Department. The Contractor must participate in Department meetings in addition to the Department Contractor team meetings to recommend changes and modifications/ improvements to review components. The Contractor will be expected to have teleconference technology to improve meeting attendance when travel distance, adverse conditions, or schedule conflicts are barriers to direct participation.

A. Department Roles and Responsibilities

The DHFS shall designate a single Contract Administrator for this contract. The Contractor must report all event, problems, concerns or requests affecting this contract to the Contract Administrator. The name, address and telephone number of the designated DHFS Contract Administrator is:

Julie Horner, Nurse Consultant
Center for Delivery Systems Development, Office of Strategic Finance
1 S. Pinckney St., Suite 340
PO Box 1379
Madison, WI 53701-1379

Phone: 608/261-8391
Fax: 608/266-5629
Email: horneja@dhfs.state.wi.us

The DHFS shall notify the Contractor of any changes in the Contract Administrator.

The Contract Administrator will assure that:

1. The Contractor has sufficient information to use in performing each review activity;
2. The information that OSF/CDSD staff provide to the Contractor is obtained through methods consistent with protocols established by the State and CMS; and

3. The results of the EQR are made available, upon request, to specified groups and to the general public.

The information that the Department will make available to the Contractor is obtained from specified activities that will be performed by the Department or Contractor. In addition, the Department may produce additional information from other optional activities that it may wish to perform or have Contractor perform.

The Department will have an on-going, continuous relationship with the Contractor through each stage of the review or assessment process and will be part of the inception, design and follow-through of the annual scope of work. The Department will discuss, and as necessary modify, the Contractor's scope of work in light of operational realities and changed circumstances.

Department staff shall interact with the selected Contractor as professional peers working toward a common goal of reviewing, assuring the quality of, and improving

LTC services and supports for Family Care enrollees. Communication between the Department and Contractor will be continual in order to specify what the review activity should cover, give feedback on the details of the methodology, understand and approve analysis techniques used by the Contractor, and keep abreast of findings.

B. Contractor Roles and Responsibilities

The Contractor is fully responsible for implementing quality review activities in accordance with the specifications determined by the Department. In some cases, at the discretion of the Department, the Contractor may have responsibilities for designing quality review activities such as follow-up work plans related to an activity. Under this scenario, the Department may elect to delegate both the design and implementation of quality review activities to the Contractor. As a general rule, however, the design of quality review activities will be a partnership between the Department and the Contractor with input from the relevant Family Care agencies.

The Contractor shall designate a single Contract Manager for this contract. The Contractor Manager must report all event, problems, concerns or requests affecting this contract or the deliverables included in Attachments B through F to the DHFS Contract Administrator. The name, address and telephone number of the designated MetaStar Contract Manager is:

Sherrel Walker, RN, MPH
MetaStar, Inc.
2909 Landmark Place
Madison, WI 53713

Phone: 608/441-8215
Fax: 608/274-5008
Email: swalker@metastar.com

The Contractor shall notify the DHFS of any changes in the Contract Manager.

C. The Relationship between the Family Care Agencies, the Department and the Contractor

The Department will work in partnership with the Family Care agencies and the Contractor through each stage of the EQR process. Having the participation of the review entity in this way will contribute to improved quality review activities and quality of care.

Family Care agencies, i.e., RCs, enrollment consultants, and CMOs, will participate in the following quality review design activities where appropriate:

1. Selection of the health and LTC service delivery issues to be addressed through external quality review;
2. Giving feedback on specific review elements, including: identification of practice guidelines to be used to assess care, and identification of quality indicators;
3. Giving feedback on the analysis and interpretation of findings;

4. Having input on follow-up work plans.

D. Report of EQR Findings: Detailed Technical Report

Annually, the Contractor shall submit to the Department a detailed technical report that describes, for each review activity and each related required and optional activity undertaken by the Contractor, the objectives, technical methods of data collection and analysis, data obtained, conclusions drawn from the data, and the manner in which the conclusions were drawn as to the quality of the care furnished by the RC, enrollment consultant, or CMO. In addition, the report must include:

1. A detailed assessment of each reviewed entity's strengths and weaknesses with respect to the timeliness, access, and quality of health and long term care services furnished to Family Care members or potential members;

2. Recommendations for improving the quality and cost-effectiveness of health and long-term care services furnished by each entity; and

3. Methodologically appropriate, comparative information about all entities, as determined by the Department.

4. An assessment of the degree to which each entity has addressed effectively the recommendations for quality improvement, as made by the Contractor during the previous year's EQR.

E. Report of EQR Findings: Detailed Report on EQR Findings

Annually, the Department shall provide information in the form of a report that is developed by the Contractor and approved by the Department. The information in the report shall be sufficient to enable interested parties to evaluate the conclusions or "results" the review activity provides. The information released to interested parties will not disclose the identity of any individual who is enrolled in a CMO. The information that constitutes "results" includes the following:

1. A detailed technical report that describes the following for each required review activity conducted:

   (i) The objectives;
   (ii) The technical methods of data collection and analysis;
   (iii) The data obtained; and
   (iv) Conclusions drawn from the data.

2. In addition, the report must also describe:

   (i) The manner in which data from all required and optional activities were aggregated and analyzed;
   (ii) Analysis of each RC's or CMO's progress in implementing the QA/QI standards in the contract;

(iii) The conclusions that were drawn as to the quality and cost-effectiveness of the care furnished by the RC or CMO;
(iv) A detailed assessment of each RC's or CMO's strengths and weaknesses with respect to timeliness, access, and quality of the health and long term care services furnished to Medicaid enrollees;
(v) The recommendations for improving the quality of the services furnished by each RC or CMO;
(vi) Comparative data about all RCs and CMOs, as determined appropriate by the Department:
(vii) An assessment of the degree to which each RC and CMO addressed effectively the recommendations for quality improvement, as made by the Contractor during the previous year's EQR activities.

VII. AUDIT AND REVIEW OF RECORDS

A. Audits

The successful contractor shall submit to the DHFS Office of Program Review and Audit (OPRA) a certified annual audit report within 180 days of the close of the fiscal year. The audit shall be conducted and reports submitted in accordance with applicable state and federal regulations and guidelines and professional standards, including, but not limited to Office of Management and Budget Circulars A-133 and A-128; the DHFS Contractor Agency Audit Guide; the DHFS Allowable Costs Manual or Financial Management Manual for Counties, Tribes and 51 Boards; the DHFS Numbered Memo Series; s. 46.036, Wis. Stats.; and generally accepted auditing standards.

B. Review of Records

Reports and documentation of both programmatic and fiscal activity will be required for the purpose of documenting the satisfactory meeting of contract responsibilities, in accordance with the requirements contained within the final contract. Specifically the contractor will document each review activity in such a way that the department can reconstruct the activity. Upon request from the department, the contractor must be able to produce the documentation within five (5) working days. Failure of the Contractor to accept these obligations may result in an imposition of intermediate sanctions, termination of the contract or cancellation of the award.

C. Availability of Records

The Contractor shall respond to all inquiries from the Department within 2 business days and make all records and any written and/or electronic case information available to Department at any time upon request. The Department, in its monitoring of the contract(s), reserves the right to inspect or investigate any and all contract and subcontract agency records, procedures, and operations at any time during and after the close of the contract period.

VIII. NON-COMPLIANCE, SANCTIONS AND REMEDIAL MEASURES

Department personnel and/or their designated representatives shall perform ongoing contract monitoring to assess adherence to the contract standards and required approaches. Penalties may be applied should the contractor be in non-compliance as determined by the finding by the Department. Penalties will not be applied for Contractor non-compliance due to failure of Family Care agency to provide required information in a timely manner.

A. Non-Compliance

Failure to comply with any part of this contract may be considered cause for revision, suspension or termination of this contract. Suspension includes withholding part or all of the payments that otherwise would be paid the Contractor under this agreement, temporarily having others perform, and receive reimbursements for, the services to be provided under this agreement and any other measure that suspends the Contractor's participation in the contract if the DHFS determines it is necessary to protect the interests of the State.

B. Written Notice of Non-compliance

The DHFS shall provide written notice to the Contractor of all instance of non-compliance with the terms of this contract by itself or its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the DHFS knows, or should have known, about the non-compliance. The written notice shall include information on reason(s) for the effect(s) of the non-compliance. DHFS shall provide the Contractor with a plan to correct the non-compliance. At its sole discretion, the DHFS may take whatever action it deems necessary to protect the interests of the State, including withholding part or all of Contractor's funding, it is reasonable believes that the non-compliance is continuing or will reoccur.

C. Correction of Non-Compliance

If the DHFS determines that non-compliance with the requirements in this contract has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever sanctions or remedial measures it deems necessary to protect the interests of the State. Such sanctions and measures may include termination of the agreement, suspension of the agreement, imposing additional reporting requirements and monitoring of subcontractor and any other measures it deems appropriate and necessary.

D. Withholding Payments

If required statistical data, reports and other required information, other than audits, are not submitted when due, DHFS may withhold all payments that otherwise would be paid the Contractor under this contract until such time as the reports and information are submitted.

IX. COOPERATION OF PARTIES AND DISPUTE RESOLUTION

A. Agreement to Cooperate

The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this contract.

B. Dispute Resolution

The parties shall use their best efforts to cooperatively resolve disputes and problems that arise in connection with this contract. When a dispute arises between the Contractor and DHFS that cannot be resolved, the method of resolving the dispute shall be the following process:

1. Disputes Involving Audits

   For any audit dispute, review will be through the DHFS audit resolution process.

2. Disputes Involving All Other Matters

   (i) DHFS' contract administrator and the Contractor's contract administrator shall attempt to resolve the dispute.
   (ii) If the dispute cannot be resolved by the Contract Administrators, the Contractor may ask for review by the Director of the Office of Strategic Finance.
   (iii) If the dispute is still not resolved, Contractor may request a final review by the Secretary of the Department.
   (iv) If after the above process is completed, the Contractor is not satisfied with the resolution of the dispute, the Contractor may request a hearing under ch. 227, Wis. Stats. with the Division of Hearings and Appeals, Department of Administration, under rules promulgated at HA 1, Wis. Adm. Code. The proceeding will be conducted as a class 3 contested case.

C. Performance of Contract Terms During Dispute

The existence of a dispute notwithstanding, both parties agree to continue without delay to carry out all their respective responsibilities which are not affected by the dispute and the Contractor further agrees to abide by the interpretation of DHFS regarding the matter in dispute while the Contractor seeks further review of that interpretation.

X. CONTRACT REVISION, RENEWAL, EXTENSION AND TERMINATION

A. Documents Constituting this Agreement

This written contract with referenced Attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the parties to this contact.

B. Agreement Revisions

Revisions of this contract may be made by mutual agreement. The revision will be effective only when the DHFS and the Contractor attach an addendum or amendment to this contract, which is signed by the authorized representatives of both parties.

The Contractor agrees to renegotiate this agreement or any part thereof in such circumstances as:

1. Increased or decreased volume of services;
2. Changes required by the State and Federal law or regulations, or court action;
3. Reduction in the monies available affecting the substance of this agreement.

Failure to agree to a renegotiated agreement under these circumstances is cause for DHFS to terminate this agreement.

The Contractor shall notify the DHFS whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, the DHFS shall determine whether such inability will require revision or termination of this contract.

C. Contract Extension

A contract extension means continuation of all or some of the review activities in accordance with the terms of this contract. Any extension is at the discretion of the department, for a period of time as determined by the department to complete review activities to the satisfaction of the department and in accordance with the terms of this contract. A contract extension shall specify the date or events that will terminate the contract extension and shall provide that in all instances the contract extension shall terminate upon contract renewal. The contract renewal shall assure completion of activities, as required by the department, that were the subject of this contract or any extension of this contract.

D. Renewal of Contract

The Contractor will contract with the DHFS for state fiscal year 2003 with three one-year options for a contract renewal to state fiscal years 2004, 2005, and 2006.

Contract renewals are based on satisfactory performance and availability of funds. Please note that each required EQR activity (one through five) will apply in each contract period unless otherwise specified. However, the specific scope of work and deliverables required under this contract may evolve from year to year in response to program changes, RC or CMO participation, enrollment consultant contract changes, and enrollment levels.

The Contractor is advised that the funding under this contract may decrease or expand with each renewal period. Should additional state or federal funds become available for expansion and/or enhancement of benefit services, the Department may award additional dollars to this contract.

E. Termination of This Agreement

Either party may terminate this agreement at its sole discretion with ninety (90) days written notice. The State reserves the right to terminate this agreement with less notice if DHFS determines a breach or default has occurred or it is necessary to protect the best interests of the State. Upon termination, DHFS liability will be limited to the cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of DHFS.

In the event that either the Contractor or DHFS terminates this agreement, for any reason whatsoever, the Contractor will refund to DHFS within fourteen (14) days of said termination, all payments made here under by OSF to the Contractor for work not completed or costs not incurred.

The contract may be terminated if sufficient appropriations or authorizations do not exist or if DHFS is prevented for any reason from conducting the Family Care program by the Centers for Medicare and Medicaid Services (CMS), Congress, the State Legislature, or a court of competent jurisdiction. Sending written notice to the Contractor will effect such termination. The Contractor will accept as final DHFS's decision as to whether sufficient appropriations and authorizations are available.

XI. INSURANCE

The Contractor performing services for the State of Wisconsin shall:

1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

2. Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

3. The state reserves the right to require higher or lower limits where warranted.

XII. BUSINESS AND FINANCIAL CAPACITY OF CONTRACTOR

A. Implementation Plan for EQR Activities

The contractor(s) shall for EQR activities, be responsible for the preparation and execution of an implementation plan that details how the requirements for the review activities under contract will be organized and activated. The implementation plan shall specify expected dates of completion of all steps, and identify the persons responsible for all action and shall be due within ninety (90) days of the effective

date of the contract. Subject to approval of the Department, the contractor will be allowed some flexibility in implementation of review schedules.

The Department reserves the right to modify the final implementation plan consistent with the requirements of this contract. Any modification to the final implementation plan by the Department will be incorporated into the Department's approval of the plan. Any significant, unapproved deviation by the contractor from the approved implementation plan shall be regarded as a material breach, and all remedies provided for here under shall become available to the Department.

B. Compensation and Payment to Contractor

The DHFS agrees to pay the Contractor for services provided in accordance with the terms and conditions of this contract. The total amount for the first year of the contract shall not exceed $1,263,939. This amount is contingent upon receipt of sufficient funds by the DHFS. The breakdown of funds is included in Attachment A.

The DHFS shall compensate the Contractor as specified below. Only work that is specified in this contract or directed in writing by the DHFS shall be reimbursed. The Department will make contract payments only to the prime contractor and will consider the contractor to be the sole point of contact with regard to any final contract. In no event shall the contractor claim or the Department be required to reimburse costs in excess of the total contract amount or costs that are inconsistent with applicable state and federal allowable cost policies. Costs in excess of this maximum will not be reimbursed unless there is prior, written amendment to this Contract. The Department has previously stated its intent to contract with Contractor for Independent Assessment activities. If Department does not contract with Contractor for Independent Assessment activities, Department is willing to renegotiate the scope of work described in Attachments B to F with Contractor.

The DHFS shall compensate the Contractor for work performed under this contract as follows:

1. Eligible costs incurred for the performance of the work defined in the contract shall be reimbursed up to the maximum amount specified above and in accordance with the DHFS allowable cost policy.

2. Eligible costs must be necessary for carrying out the work of the contract, incurred during its duration, and be determined in accordance with the accounting principles.

3. Eligible costs must be recorded in the accounts of the contractor no later than the contract completion date.

4. The Contractor shall keep proper books of account and supporting documentation to justify as necessary the costs that are charged.

5. Documentation must be kept for five (5) years after each payment.

6. Explanations and justifications, especially concerning the allocation and apportionment of overheads, must be readily available for inspection by the DHFS.

7. All costs including overhead are based on actual costs and therefore the Contractor must be able to identify with precision direct and indirect costs.

8. Overhead must be calculated in accordance with normal accounting conventions and acceptable to the DHFS.

9. Total contract amounts will be released upon the completion of required review activities and Department approval of the final report of the work specified under the contract.

10. Payments for services rendered under this contract will be only for services detailed in Attachments B though F. Actual costs (not budgeted costs) must be used on cost statements.

11. The Contractor shall provide the DHFS monthly invoices. Invoices should be submitted to:

    Sarah Lincoln
    Center for Delivery Systems Development, Office of Strategic Finance
    1 S. Pinckney St., Suite 340
    PO Box 1379
    Madison, WI 53701-1379

    Phone: 608/261-8879
    Fax: 608/266-5629
    Email: houfesj@dhfs.state.wi.us

12. Unless otherwise requested, invoice due date is the 25th of each month for reporting expenditures of the previous month. Final invoice for expenses incurred in the contract period is due within 90 days after the end of the contract period. Expenses during the contract but reported later than 90 days after the end of the contract period will not be recognized, allowed or reimbursed under the terms of the contract.

The DHFS reserves the right, upon careful examination, to reduce the total amount of the contract due to significant under-spending by the Contractor. All such contract reductions will become effective upon thirty (30) days written notice to the Contractor and shall not relieve the Contractor of any programmatic requirements or contract deliverables.

C. Advance Payments

No prepayments or advance payments shall be made.

D. Allowable Costs

The contractor must comply with the *DHFS Allowable Cost Policy Manual.* A copy of the *DHFS Allowable Cost Policy Manual* is available on the Department web site or from the DHFS Office of Program Review and Audit (OPRA). Contractor shall not change the methodology for determining administrative and indirect costs during the term of this contract without the written consent of the Department.

E. Capital Equipment

This contract contains no allowances for purchase of capital equipment.

F. Salaries

Funds cannot be used to supplant current salaries.

G. Legal Services

Contract funds may be used to provide legal advice to the program for purposes of carrying out its contract obligations. Funds cannot be used to support any legal actions taken against the federal or state government, including contract disputes that might arise with the Department.

H. Minority Business

The State of Wisconsin is committed to the promotion of minority business in the State's purchasing program and has a goal of placing five (5) percent of its total purchasing dollars with certified minority businesses. Authority for this program is found in Wisconsin Statutes ss. 5.107 (2), 16.75 (4), 16.755 and 560.036 (2). The contracting agency is committed to the promotion of minority business in the state's purchasing program.

The contractor is encouraged to purchase services and supplies from minority businesses certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development. A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of Minority Business Program, (608) 267-7806.

I. Proprietary Information

All materials and innovations developed as a result of this contract award cannot be copyrighted or patented without written authorization from the DHFS. All data, documentation and innovation become the property of the State of Wisconsin and DHFS. The contractor agrees that DHFS shall have royalty free, non-exclusive and irrevocable rights to reproduce publish or otherwise use and authorize others to use any materials and innovations developed as a result of this contract award. Any copyright material authorized by DHFS or distribution of materials developed through this contract award will acknowledge use of DHFS funds.

XIII. INFORMATION SYSTEMS

The Contractor must provide an information system to support the activities required by the contract.

The Contractor must have the information systems capability to gather, analyze, and report on any of the following items (access to this information will be provided by the Department, or be collected from individual Family Care agencies by the Contractor as necessary):

1. Fee-for-service claims data;

2. CMO, resource center and enrollment consultant data;

3. Eligibility and enrollment data, which includes data on eligibility spans as well as demographic information; and

4. Medicaid contractor data.

The Department will provide the Contractor with direct access to data whenever possible. This includes network dial-up support and system security to access the data. The Contractor is responsible for providing the hardware needed for connection to the Department network and software to process the data. When direct access is not possible, the Department will provide available data to the Contractor electronically, in a mutually compatible format, to meet the needs of the evaluation.

A. Information System Infrastructure

The Contractor and the Department will exchange many electronic files on an ongoing basis. The Contractor must have the technical capacity to develop and maintain an integrated data system which incorporates data elements from Departmental data sources for use in assessing the quality and appropriateness of services to enrollees served in Family Care.

1. The Contractor must have the capability to receive electronic files from the Department and its Contractors and produce electronic files in a format usable by the Department.

2. Contractors shall provide software/database compatibility to the products used by the Department.

3. Contract requirements will entail the development of a database for storing information on review activities and procedures.

4. It is the responsibility of the Contractor to maintain confidential data in secure systems.

A systems architecture schematic for the Contractor data system is due to the Department for approval within 30 days following the effective date of the contract. The Department may recommend modifications in the data system consistent with the requirements of the contract. Such recommendations shall be transmitted to the Contractor in writing. The Contractor shall be required to make reasonable modifications to the data system upon request of the Department.

B. Information Management

In cooperation with the Department, the Contractor shall develop and maintain an information management structure corresponding to the required review activities. The Contractor must maintain ongoing records of all clinical and demographic information derived from its review activities. These data shall be maintained in a manner that permits revisions in reports as necessary, that facilitates quantitative analysis or review results, and that supports the ability to retrieve data on an as-needed and ongoing basis. These data shall reflect reviews conducted and shall be transferred to the Department on an ongoing basis. All data gathered, reports and the results of reviews and research based on these data are the exclusive property of the Department. Any use, access, or release of these data, other than that necessary for the purposes of the contract with the Department, can be made only with the approval of the Department.

The Department currently uses software tools for tracking some of the activities required by this contract. The Department expects the Contractor to continue to develop these tools, which may require the Contractor to provide staff with the appropriate application development skills.

In all activities involving the design, creation and data collection efforts of an information management system for the required review activities, it is the Contractor's responsibility to create and maintain appropriate documentation of this information. The data shall at all times be maintained in such a manner as to allow for ad-hoc reporting and quantitative analysis of results.

C. Case Selection, Tracking, and Profiling for EQR Activities

The Contractor shall maintain the computer capability to fulfill its responsibilities for case selection, reporting, record retrieval, profiling, and analysis as required by this contract.

The Contractor must maintain a record of the results of all case reviews completed and have the capability to track the status of its activity on each case in process and the results of the Contractor's review determinations. The Contractor's information management system shall provide the ability to:

1. Select review samples based on predetermined case selection criteria;

2. Profile service utilization practices to identify unusual patterns of care;

3. Generate review work sheets and other documents related to the review sample;

4. Track completion of sample case reviews;

5. Provide the Department and CMOs with information gathered from pattern analysis activities including profiles of quality of care concerns from individual case reviews;

6. Analyze service change activities obtained from case review findings;

7. Analyze and report changes in service practices.

D. Disaster Recovery

The Contractor shall have a disaster recovery plan for restoring application software, current master files and for hardware backup in the event their production systems are disabled. A copy of this plan must be provided to the Department within 30 days following the effective date of the contract. The Department may recommend modifications in the disaster recovery plan consistent with the requirements of the contract. Such recommendations will be transmitted to the Contractor in writing.

E. Security

The Contractor shall have security measures designed to protect both electronic and paper files of a confidential nature (firewalls, locked rooms, etc.). Security measures must include who has access rights to the information and what process is followed to screen the individuals and limit access to these files.

A copy of security and confidentiality procedures, including training plans, must be provided to the Department within 30 days following the effective date of the contract. The Department may recommend modifications in the security and confidentiality plans consistent with the requirements of this contract. Such recommendations will be transmitted to the Contractor in writing.

Misuse of information may be cause for immediate termination of the contract and the organization may face additional legal action by either the Department or by those impacted by the misuse.

F. HIPAA Compliance

The Contractor shall have plans in place to comply with The Health Insurance Portability and Accountability Act of 1996 Public Law 104-191 (HIPAA) Privacy and Security legislation.

XIV. MISCELLANEOUS PROVISIONS

A. Delegations of Authority

No delegations of authority are permitted under this contract without prior approval by DHFS.

B. Indemnification

1. Contractor and DHFS Liability

   The Contractor will indemnify, defend if requested and hold harmless the State and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor or any of its Contractors, in prosecuting work under this contract. DHFS acknowledges that the State may be required by Wis. Stat. Section 895.46(1) to pay the cost of judgments against its officers, agents or employee, and that an officer, agent or employee of the State may incur liability due to negligence or misconduct.

2. Pass along Federal Penalties

   (i) The Contractor shall indemnify DHFS for any federal fiscal sanction taken against DHFS or any other state agency, which is attributable to action or inaction by the Contractor, its officers, employees, agents or subcontractors that is contrary to the provisions of this Contract.

   (ii) Prior to invoking this provision, DHFS agrees to pursue any reasonable defense against the federal fiscal sanction in the available federal administrative forum. The Contractor shall cooperate in that defense to the extent requested by DHFS.

   (iii) Upon notice of a threatened federal fiscal sanction, DHFS may withhold payments otherwise due to the Contractor to the extent necessary to protect DHFS against potential federal fiscal sanction. DHFS will consider the Contractor's requests regarding the timing and amount of any withholding adjustments.

C. Independent Capacity of the Contractor

DHFS and the Contractor agree that the Contractor and any agents or employees of the Contractor, in the performance of this contract, shall act in an independent capacity, and not as officers or employees of DHFS.

D. Omissions

In the event that the Contractor or DHFS hereto discovers any material omission in the provisions of this contract which such party believes is essential to the successful performance of this contract, said party may so inform the other party in writing, and the parties hereto shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objectives of this contract, or shall pursue the dispute resolution process available under Article VIII. of this agreement.

E. Choice of Law

This contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Contractor shall be required to bring all legal proceedings against DHFS in the State courts in Dane County, Wisconsin.

F. Waiver

No delay or failure by the Contractor or DHFS hereto to exercise any right or power accruing upon noncompliance or default by the other party with respect to any of the terms of this contract shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

G. Severability

If any provision of this contract is declared or found to be illegal, unenforceable, invalid or void, then both parties shall be relieved of all obligations arising under such provision; but if such provision does not relate to payments or services to members and if the remainder of this contract shall not be affected by such declaration or finding, then each provision not so affected shall be enforced to the fullest extent permitted by law.

H. Force Majeure

The Contractor and DHFS shall be excused from performance hereunder for any period that they are prevented from meeting the terms of this contract as a result of a catastrophic occurrence or natural disaster including but not limited to an act of war, and excluding labor disputes.

I. Headings

The article and section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

J. Assignability

Except as allowed under subcontracting, this contract is not assignable by the Contractor either in whole or in part, without the prior written consent of DHFS.

K. Right to Publish

DHFS agrees to allow the Contractor to write and have such writings published provided the Contractor receives prior written approval from DHFS before publishing writings on subjects associated with the work under this contract. The Contractor agrees to protect the privacy of individual members, as required under 42 CFR Part 434.6(a)(8).

In WITNESS THEREOF, The State of Wisconsin, Department of Health and Human Services and Metastar, Inc. have executed this contract:

For Metastar	For DHFS
_____	_____
By: (Authorized Rep, Title)	By: Sinikka McCabe, Administrator Division of Disability and Elder Services, DHFS
Metastar, Inc.	
Date:_____	Date:_____

ATTACHMENTS

ATTACHMENT A: Budget

(a)	(b)	(c)	(d)	(e)
Row	**Review Activity**	**Expected no. of reviews (first contract period)**	**Estimated Annual Volume (first contract period)**	**Cost Proposal per Review Activity (first contract period)**
REQUIRED REVIEW ACTIVITIES				
•	Evaluating CMO Performance Improvement Projects	5 Reviews (two per CMO)	• 10 PIPs	$40,401
•	Validating CMO Reported Performance Measures Required by the State	10 Reviews (two per CMO)	• 2 measures • 30 records/ measure • 60 records / CMO • 300 records total	$70,738
•	Assessing Implementation of Family Care Quality Standards	9 RC reviews 1 Enrollment Consultant 5 CMO reviews	• 3-4 standards reviewed • 15 RCs, ECs, & CMOs	$301,278
•	Assessing the Quality of CMO Services and Support Coordination Functions	20 reviews (four per CMO)	• New enrollee review (5% annual) • Continuing enrollee review (5% annual) • Targeted, high risk case reviews (5% annual) • 5 CMOs	$473,102
•	Assessing Family Care Member Outcomes Using an Approved Assessment Protocol	5 reviews	• 5 CMOs • Maximum number of interviews 500	$378,420

Greg E. Simmons
President and Chief Executive Officer

Date

ATTACHMENT B. Evaluating CMO Performance Improvement Projects

This activity entails evaluating the performance improvement projects that are required by the State and that the CMO carried out during the preceding 12 months. The contractor shall review each CMO's performance improvement project(s) on which it is required to report during a given contract period including results of the CMO's performance improvement projects.

A. Expected Volume under this Review Activity

1. The anticipated maximum number of PIPs that will undergo review by the contractor is two for each CMO (5 CMOs) during the contract (i.e., FY 03-04) period. The contractor will review:

   (i) How each PIP that was reviewed during the prior year was implemented to ensure that improvement was sustained; and
   (ii) In subsequent years, the number of certified CMOs may increase which will increase the total number of PIPs reviewed per contract period.
   (iii) Each review of a CMO's PIP constitutes a single unit of work for reimbursement purposes.
   (iv) Contractor will work with RCs in implementing and evaluating their PIPs using method agreed to by contractor, RC and DHFS.

B. Brief Summary of Review Activities

1. The review activities under this review area entail validating each PIP carried out by each CMO. Personnel conducting these reviews will use protocols developed by the Department, the CMOs, and the contractor. Developed protocols must be methodologically sound and consistent with current industry practice. In addition, protocols that are developed must be consistent with those specified by the federal government.

2. Two major activities will be undertaken when validating PIPs: first, the contractor will assess the CMO's methodology for conducting the PIP, and second the contractor will verify actual PIP findings. The second activity is optional, is dependent on the findings of action one, and will be dependent on the direction of the Department. This first activity involves the following ten steps:

   (i) Review of selected project topics
   (ii) Review of project questions(s)
   (iii) Review of selected project indicator(s)
   (iv) Review the identified project population
   (v) Review sampling methods (if sampling was used)
   (vi) Review the data collection procedures
   (vii) Assess the improvement strategies
   (viii) Review data analysis and interpretation of study results
   (ix) Assess the likelihood that reported improvement is real improvement
   (x) Assess whether the CMO has sustained its documented improvement

3. In addition to reviewing the methodology and findings of a CMO's PIP, at times the Department may want the contractor to verify the actual data produced as part of a PIP to determine if the initial and repeat measurements of the quality indicators used by the CMO are accurate. If the contractor is asked to undertake this activity, the methods of evaluation will entail validating the processes used by the CMO to obtain data for the project's quality indicators, how that data was analyzed. The contractor will use different validating processes dependent on whether quality indicator data was obtained through of service records or obtained from the CMO's automated information systems, or by some other means (e.g., survey). When this activity is required, the contractor will be expected to apply valid statistical methods to compare its findings with CMO findings.

C. Contractor Responsibilities

1. Using the protocols developed by the Department, the contractor will be responsible for determining if each CMO's PIP was conducted using proper techniques as specified in the CMO's contract with the Department. That is, that the CMO, in conducting the PIP, used proper design so as to produce reliable data and appropriate analysis, that findings are appropriately interpreted and that the resulting interventions are aimed at improvement.

2. The contractor will be responsible for collecting written documentation of PIPs directly from each CMO. All PIPs collected by the contractor must be made available to the Department electronically, upon receipt. The results of the contractor's assessment of PIPs must allow the Department to assess levels of quality for each CMO's PIP and to determine whether the CMO's performance has improved in the topic area selected.

3. The contractor, in collaboration with the Department and CMOs, shall develop appropriate review and evaluation tools for evaluating CMOs PIPs and the database for storing information on its review of PIPs.

4. In addition, the contractor must evaluate the effectiveness of interventions developed and implemented by each CMO as part of its PIP. An analysis of PIPs of one CMO as compared with other CMO PIPs may be requested.

5. Finally, the contractor shall assess whether or not CMOs' PIPs are achieving demonstrable improvement over time and if not to work with the CMOs and the Department in establishing processes to promote quality improvement. This may require the contractor to conduct quality improvement forums to promote effective PIP processes and improve CMOs' performance.

6. The contractor must also develop an appropriate process and professional staff to develop standards or criteria for evaluating PIPs, review tools and analytic methods and present findings in a clear and accurate format.

D. Staffing Requirements

1. Refer to Part III for general staffing requirements.

2. In addition, the contractor must have appropriate staffing to conduct the aforementioned activities.

3. Appropriate clinical staff must be actively involved in the development and review of performance improvement projects of a clinical nature especially when they involve data collected from individualized service plans or member record reviews. All clinical staff must have appropriate licenses in the state of Wisconsin and be in compliance with all state and federal laws.

4. The contractor must also have adequate statisticians, information system personnel and analysts to design systems that will be utilized to collect, analyze and present the information in a clear and concise format.

5. Functions associated with PIP reviews shall be managed using a team management structure.

6. The Contractor shall conduct the initial training of personnel who are assigned to PIP reviews, conduct all applicable training necessary to carry out contract activities, and provide opportunities for continuing education of staff. All training, orientation and continuing education shall be according to the initial training and continuing education plan submitted with the Contractor's proposal.

E. Methods, Workplan and Implementation

1. The Contractor shall have a flexible, proactive contract management plan for this review activity that includes:

   (i) Formal work plans with timelines, deliverables, and accountabilities;
   (ii) Development of contingency plans;
   (iii) Regular meetings with the DHFS;
   (iv) Regular meetings with internal contract team members.

2. The contract manager shall develop a schedule of all deliverables and actions, including a series of milestones necessary to prepare and complete the deliverables. Potential problems and barriers to carrying out the workplan for this review activity shall be identified and, when appropriate, reported to the DHFS in a timely manner that allows for sufficient opportunity to intervene and guarantee completion by the scheduled due date. The contract manager shall be available by telephone, e-mail, and in person to meet needs that arise on a day-to-day basis.

3. The Contractor shall provide support to the Family Care CMOs using a collaborative approach to assist them in bringing about improvements in care and services provided to Family Care consumers and enrollees. As part of this approach, the Contractor shall:

(i) Plan, administer and oversee the collaboration;
(ii) Conduct at least a quarterly CMO quality workgroup;
(iii) Conduct conference calls with CMOs to facilitate learning when needed;
(iv) Provide one-on-one and group consultation to CMOs to assist them in carrying out the PIP as needed;
(v) Maintain up-to-date communication with the DHFS on how the approach is working.

4. The Contractor shall, in collaboration with the DHFS, incorporate ideas for revising the current review process and improving the current review tool so that it is consistent with appropriate CMS documents and includes all of the PIP components as required by the DHFS' contract with CMOs. The revised Family Care tool for evaluating PIPs shall have a built in scoring mechanism to assess the components of PIPs and an algorithm that provides a final score from the component subtotals. Data from PIP reviews shall be stored in a database to DHFS-specific requirements.

5. Process problems, unanticipated delays, and timeliness issues shall be reported to the DHFS and every attempt shall be made to minimize delays through staff overtime or temporary reallocation of staff time.

6. The Contractor shall notify the DHFS in a timely manner when a Family Care agency fails to submits required reports or information within the expected timeframe.

7. The implementation of this review activity shall be completed according to an approved workplan. Implementation tasks that require completion prior to performing PIP evaluations are:

   (i) A PIP database that has the capability of tracking PIP results over time shall be created;
   (ii) The PIP database shall be maintained and routinely assessed to assure state of the art technology;
   (iii) PIP evaluation standards and processes, including scoring method, shall be collaboratively developed with the DHFS;
   (iv) A PIP evaluation tool shall be collaboratively developed with the DHFS (tool and processes must be consistent with the CMS draft protocol for conducting PIP evaluations);
   (v) An electronic PIP evaluation tool shall be developed from the approved PIP evaluation tool;

8. The process for obtaining PIP reports from CMOs shall be the following:

   (i) The Contractor shall contact the CMO at least one month prior to the CMO contract deadline for submitting the PIP;
   (ii) Written information will be provided to the CMOs with instruction on how to submit PIPs to the Contractor;

(iii) The Contractor will ensure that all necessary elements are submitted for PIP evaluation;
(iv) Technical assistance will be provided to CMOs related to necessary data submission;

9. On an ongoing basis, the Contractor shall revise and maintain review tools, annually review PIP evaluation standards, and provide opportunities for process improvements to the DHFS. The contract manager and project lead shall be responsible for assuring that the finalization of PIP evaluation standards, protocols, and review instruments shall occur no later than the deadline stated on the approved workplan. Inter-rater reliability testing on evaluation tools shall be completed prior to performing PIP evaluations when appropriate.

10. The PIP review shall include an evaluation of all of the required PIP components. Trained reviewers shall perform the review, using the DHFS-approved tool and following the Contractor's standard operating procedure for PIP evaluation. Reviewers shall contact the CMOs if additional information or clarification of submitted documents is needed. In addition to an assessment of the validity of each CMO's PIP, the review shall produce an analysis of the potential effectiveness of proposed interventions, including the relevance to the CMO's enrolled population.

11. Within 45 days of receipt of the PIP from the CMO, the Contractor shall complete the PIP evaluation report.

12. Within 30 days of the completion of all individual PIP reports, the Contractor shall submit a written draft of aggregate CMO report.

13. Upon direction of the DHFS, the Contractor shall verify actual PIP findings to determine if the initial and repeat measurements of the quality indicators used by the CMO are accurate. It is not anticipated that verification activities will occur during the initial contract period. If validation does occur during the initial contract period, the approach to validation shall be determined collaboratively with the DHFS.

14. On an ongoing basis, the Contractor shall monitor the status of all contract deliverables. This monitoring shall be done using established quality indicators that are continuously assessed by the contract manager.

F. Contractor Deliverables

1. The Contractor shall submit reports on a timely basis, provide reliable and valid information using appropriate statistical methodologies and provide summaries of the data by CMO in aggregate formats.

2. Individual PIP evaluation reports shall be submitted to the DHFS within 90 days of receiving the PIPs from the CMOs. All PIP evaluation reports shall include an executive summary.

3. The summary report of all CMO PIPs shall be submitted to the DHFS within 90 days of receiving the PIPs from the CMOs. The summary report shall includes the following elements:

   (i) Evaluation of the different types of PIPs
   (ii) An assessment of the degree to which each CMO has effectively implemented interventions from previous PIPs
   (iii) Recommendations for improving the quality of CMO PIPs
   (iv) Executive summary

4. The annual EQR report shall be submitted by the due date determined by the DHFS. The annual report for this review activity shall include the following elements:

   (i) An overview of review activities throughout the contract period
   (ii) Problems encountered throughout the contract period
   (iii) Recommendations for improving the PIP evaluation process
   (iv) The manner in which data from all required and optional activities were aggregated and analyzed
   (v) Analysis of each CMOs progress in implementing the PIP against the requirements of the CMO contract
   (vi) Other information as requested by the DHFS
   (vii) Executive summary

5. Within 30 days of submitting reports, the DHFS shall provide feedback on the quality of the Contractor's processes and reporting. The Contractor shall use feedback to incorporate process improvements in the next annual cycle of PIPs.

6. The contractor shall present results in formats relevant to a wide variety of audiences, including Department staff, legislators and the general public. This includes graphics and tabular results that are clear, concise and self-explanatory.

7. The final report shall include technical appendices that explain detailed information to Department staff.

8. The contractor shall report directly to the Department and will submit all deliverables and information to the Department prior to providing them to CMOs or other entities. All deliverables must be developed under the guidance of the Department, and are the property of the state of Wisconsin. All reports, publications or studies generated from this review area must be reviewed and approved by the Department.

ATTACHMENT C. Validating CMO Reported Performance Measures

This review activity entails validating CMO performance measures that have been reported by the CMOs during the preceding 12 months. Annually, the contractor shall validate a subset (no more than two) of the contractually required performance measures submitted by CMOs. The Department will select the performance measures to be validated.

A. Expected Volume under this Review Activity

1. A minimum of 2 state-specified performance measures shall be validated each year to confirm that the reported results are based on accurate source information. During the first contract period, the contractor shall review:

    (i) Self-reported data on at least 2 performance measures submitted by five Family Care CMOs as a basis for the review;
    (ii) If the contract is renewed, during the second contract period, the contractor shall review performance data on at least 2 measures from five Family Care CMOs.
    (iii) It is envisioned that, for each selected performance measure, which is based upon service record data, a minimum of 30 service records will be reviewed per CMO (5 CMOs).
    (iv) Each review shall result in a report that assesses the rate of agreement between CMO self-reported and manually extracted service record data.
    (v) For reimbursement purposes, a review is the completion of all required activities for each performance measure selected for validation will consist of one review.

B. Brief Summary of Review Activities

1. The validation methodology used by the contractor shall involve a review of the event rates reported by the CMO using Department approved protocols. The complete list of state-specified performance measures can be found in the Health and Community Supports Contract between DHFS.

2. CMO-level performance measures are reported to the Department in electronic format at least annually to coincide with the end of the first quarter after the close of a CMO contract period. Data validation activities shall begin once the final data on all of the required performance measures is submitted and has been translated into the Department's standardized CMO Quality Report format (by the Department, the Contractor, or another third party).

3. Specifically, the activities the contractor shall carry out under this requirement are:

    (i) Communicating with the Department to ensure that the contractor understands the measures to be validated and the methodology the state requires the CMO to follow when reporting the performance measures;

(ii) Reviewing any results of prior assessments of CMOs underlying information systems that were conducted by the Department or another party;
(iii) Validating the reporting of performance measures through procedures that are developed by the Department, the contractor, and the CMO that are consistent with federal protocols;
(iv) Analyzing data and information obtained through the above activities;
(v) Submission of a validation report and supporting documentation to the state following the format and timeframes established by the state.

4. In addition to the required activities described above, at the discretion of the Department, the contractor may also be involved with investigating why some performance measures are reported inaccurately by the CMO. This may entail meeting with the CMO to review findings and providing technical assistance on improving data reporting.

C. Contractor Responsibilities

1. The contractor, in collaboration with the Department and CMOs, shall develop effective validation protocols using appropriate validation methodologies to determine if each CMO's self-reported data on performance is an accurate and complete reporting of actual enrollee events as they occur and are documented in enrollee records.

2. Validation methodologies will vary depending on the source of data used by the CMO to report each performance measure.

3. Data abstraction criteria and inter-reviewer reliability are the responsibility of the Contractor.

4. The contractor may be required to review definitions, coding, reporting specifications, and service records to ensure CMOs are counting the same services in the same way and calculating the performance appropriately.

5. The contractor shall use appropriate sampling strategies and methods to select a sample of enrollees for which service records will be requested.

D. Staffing Requirements

1. Refer to Part III for general staffing requirements.

2. The contractor shall have appropriate professional staff to develop standards or criteria for validating performance measures, validation protocols and methods, and present findings in a clear and accurate format.

3. The contractor shall identify a key individual or a team of key individuals to assume leadership of review activities related to performance measure validation. The leadership group must be representative of information systems staff, LTC professionals, and health care analysis staff.

4. Personnel collecting data must be accustomed to dealing with data issues and problems and with resolving issues with accuracy, consistency, and completeness of reporting.

5. The contractor shall train reviewers on the requirements of each indicator to be validated. As part of the training, as appropriate, each potential reviewer must review a subset of the sample and the results compared with the results of other reviews. The inter-reviewer reliability results must be above 90% for each indicator under scrutiny.

E. Methods, Workplan and Implementation

1. The Contractor shall have a flexible, proactive contract management plan for this review activity that includes:

   (i) Formal work plans with timelines, deliverables, and accountabilities;
   (ii) Development of contingency plans;
   (iii) Regular meetings with the DHFS;
   (iv) Regular meetings with internal contract team members.

2. The contract manager shall develop a schedule of all deliverables and actions, including a series of milestones necessary to prepare and complete the deliverables. Appropriate staff shall meet with DHFS staff regularly or on an ad hoc basis to discuss contract issues, data validation activities, ongoing process development, criteria revisions, and any other issues that arise.

3. Potential problems and barriers to carrying out the workplan for this review activity shall be identified and , when appropriate, reported to the DHFS in a timely manner that allows for sufficient opportunity to intervene and guarantee completion by the scheduled due date. The contract manager shall be available by telephone, e-mail, and in person to meet needs that arise on a day-to-day basis.

4. The Contractor shall provide support to the Family Care CMOs using a collaborative approach to assist them in areas where they need to make additional efforts to improve data collection and reporting. As part of this approach, the Contractor shall:

   (i) Plan, administer and oversee the collaboration;
   (ii) Quantify the impact of deficiencies in the accuracy and completeness of data so that quality improvement activities can be initiated by the CMO;
   (iii) Conduct/participate in a quarterly CMO quality workgroup;
   (iv) Conduct conference calls with CMOs to facilitate learning when needed;
   (v) Provide one-on-one and group consultation to CMOs;
   (vi) Maintain up-to-date communication with the DHFS on how the approach is working.

5. The Contractor shall in collaboration with the DHFS, develop a review process and a review tool that it is consistent with appropriate CMS documents. The Family Care tool for validating CMO self-reported performance measures shall have a built in scoring mechanism to assess the accuracy and completeness of reported data and an algorithm that provides a final score. Data from validation reviews shall be stored in a database to DHFS-specific requirements.

6. Process problems, unanticipated delays, and timeliness issues shall be reported to the DHFS and every attempt shall be made to minimize delays through staff overtime or temporary reallocation of staff time.

7. The implementation of this review activity shall be completed according to an approved workplan. Implementation tasks that pertain to planning and development are: (it is anticipated that validation reviews shall begin in September or October of 2003)

    (i) Develop a thorough understanding of how each selected performance measure is reported to the DHFS, including file layouts, data definitions, and survey formats;
    (ii) A performance measure database that has the capability of tracking results of validation reviews over time shall be created;
    (iii) The validation database shall be maintained and routinely assessed to assure state of the art technology;
    (iv) Analysis software shall be developed and a validation methodology, that includes a method for scoring indicators in an unambiguous way and calculating an error rate, shall be finalized with DHFS approval;
    (v) Validation standards and processes, including worksheets, protocols and other tools, shall be collaboratively developed with the DHFS;
    (vi) A validation tool shall be collaboratively developed with the DHFS (tool and processes must be consistent with the CMS draft protocol for performance measure validation);
    (vii) An electronic validation tool shall be developed from the approved validation tool;

8. The work plan for implementing this activity shall be divided into three parts: pre-onsite activities, onsite activities, and post-onsite activities.

9. The pre-onsite activities are the following:

    (i) Review and clarify the specifications of the current year's indicators;
    (ii) Obtain the results of all prior assessments of CMO information technology infrastructure;
    (iii) Assure that protocols, training documents and measure-specific decision-point tools/worksheets are up-to-date for each specific measure;
    (iv) Review and update decision-point grids, check-offs, logs, and other internal tools that will be used on the review;

(v) Prepare introductory informational packet and obtain approval from the DHFS that includes:
- Procedures and timelines;
- Policy for handling confidential information;
- Indicators to be reviewed;
- Family Care enrollee numerator list request for each reviewed indicator using administrative data;
- List of documentation for potential examination during onsite visit;
- Answer questions, address concerns, accept comments and suggestions.

(vi) Contact CMOs to identify involved staff and arrange teleconference date;
(vii) Mail introductory packet;
(viii) Hold kickoff teleconference to explain the introductory packet contents; (Alternatively, the kickoff meeting could be held at a QA/QI meeting)
(ix) Provide ongoing technical assistance to the CMOs as each prepares for the onsite visit to clarify preparation requirements and materials, clarify the methodology, rationale, and procedures, and address any individualized miscellaneous question/problem;
(x) Finalize onsite visit dates with CMOs;
(xi) Ensure that all necessary elements are submitted for performance measure validation;
(xii) Select random record samples from numerator list for each CMO (It is anticipated that 30 service record numerator events shall be re-reviewed per measure);
(xiii) Send sample lists to each CMOs and inform them of the pertinent part of the service record for each selected numerator;
(xiv) Review and modify the abstraction tools for the record re-review;
(xv) Perform and score interrater reliability tests for re-review staff;
(xvi) Train re-review staff on protocols, guidelines, and abstraction tools for selected measures;
(xvii) Develop, update and/or revise indicator software, including automated report generation.

10. Onsite activities shall consist of the following:

(i) Perform the re-reviews of services records and score;
(ii) Interview CMO personnel involved with the components of the performance indicator reporting process;
(iii) Assess documentation of data and processes used to calculate and report performance measures;
(iv) Assess processes, including documentation, of CMO verification efforts used to produce numerators and denominators;
(v) If sampling is used, assess the sampling process;
(vi) Assess the accuracy and completeness of submitted performance measure reports to the DHFS.

11. Post-onsite activities include:
    (i) Determine preliminary validation findings for each measure that consists of a summary of data collected with onsite tools and submit preliminary findings to CMOs and the DHFS;
    (ii) Determine final validation findings for each measure that incorporated CMO comments and/or documentation into final report;
    (iii) Submit final validation reports to each CMO and to Department that includes narrative findings, a summary report and an executive summary.

12. The Contractor shall notify the DHFS in a timely manner when a Family Care agency fails to submits required reports or information within the expected timeframe.

13. On an ongoing basis, the Contractor shall revise and maintain review tools, annually review standards used for the validation review, and provide opportunities for process improvements to the DHFS. The contract manager and project lead shall be responsible for assuring that the finalization of review standards, protocols, and review instruments shall occur no later than the deadline stated on the approved workplan. Interrater reliability testing on evaluation tools shall be completed prior to performing the validation review.

14. Trained reviewers shall perform the review, using a DHFS-approved tool and following the Contractor's standard operating procedure for validating Family Care performance measures. Reviewers shall contact the CMOs if additional information or clarification of submitted documents is needed.

15. The Contractor shall complete the preliminary performance measure validation report for the 2003-2004 contract year within 45 days of individual CMO data submission.

16. The Contractor shall complete the final performance measure validation report for the 2003-2004 contract year within 15 days of receipt of individual CMO response to the preliminary report submission.

17. Within 30 days of individual CMO data submission, the Contractor shall submit a written draft of aggregate CMO data.

18. Upon the written direction of the DHFS, the Contractor shall:

    (i) Assess the integrity of the CMOs' information systems by issuing a baseline assessment tool (BAT) for CMOs to complete, reviewing the completed BAT, noting incomplete areas and contacting CMOs to rectify, completing BAT decision-point grid, clarifying problem areas and topics for onsite follow-up, and sending a summary of findings to each CMO;

(ii) Offer sound advice on specific infrastructure solutions as well as best practice methodologies.

19. On an ongoing basis, the Contractor shall monitor the status of all contract deliverables. This monitoring shall be done using established quality indicators that are continuously assessed by the contract manager.

F. Contractor Deliverables

1. The Contractor shall submit reports on a timely basis, provide reliable and valid information using appropriate statistical methodologies and provide summaries of the data by CMO in aggregate formats.

2. The contractor shall submit the preliminary performance measure validation report within 45 days of individual CMO data submission. Within 15 days of submitting reports, the DHFS shall provide feedback on the quality of the Contractor's processes and reporting. The Contractor shall use feedback to incorporate process improvements in the next annual cycle of validation reports.

3. A final validation report shall be submitted within 15 days of individual CMO response to the preliminary report. Reports shall focus on the accuracy and consistency of the performance measure data submitted by CMOs for each performance measure under review.

4. Reports shall contain:

   (i) Progress on review activities to date;
   (ii) The methodology of the validation;
   (iii) A verification of rates submitted by CMOs;
   (iv) Problems found while conducting the validation review;
   (v) Documentation of inconsistencies of data reporting processes and a determination on whether systematic problems exist in data collection;
   (vi) Recommendations for future performance reporting submissions;
   (vii) An executive summary.

5. The contractor shall present results in formats relevant to a wide variety of audiences, including Department staff, legislators and the general public. The contractor must have expertise in data organization and maintenance, and must provide the Department with electronic data files when needed.

6. Annually, for each CMO and across all CMOs, the contractor shall develop executive summaries that provide a quick overview of results.

7. The final report shall include technical appendices that explain detailed information to Department staff.

8. The contractor will report directly to the Department and must submit all deliverables and information to the Department prior to providing them to CMOs

or other entities. All deliverables shall be developed under the guidance of the Department, and are the property of the State of Wisconsin. All reports, publications or studies generated from this review area must be reviewed and approved by the Department.

ATTACHMENT D. Assessing Implementation of Family Care Quality Standards

This review activity entails determining the extent to which Resource Centers, Enrollment Consultants, and CMOs comply with quality standards required by CMS or the State. This activity will include: tracking reports submitted by Family Care agencies and following up if reports are late; tracking and reviewing documents submitted for approval and working with State staff to assure timely response to Family Care agencies; facilitating meetings between EQRO and State staff to discuss implementation of quality standards in Family Care agencies, and interviewing key staff of Family Care agencies. Each of the components shall be reviewed on an every three-year basis. However, there may be ongoing activities in each component on an annual basis.

1. For CMOs:

   (i) Availability of services.
   (ii) Continuity and coordination of care.
   (iii) Coverage and authorization of services.
   (iv) Establishment of provider networks.
   (v) Enrollee information.
   (vi) Enrollee rights.
   (vii) Confidentiality.
   (viii) Enrollment and disenrollment.
   (ix) Grievance systems.
   (x) Subcontractual relationships and delegation.
   (xi) Use of practice guidelines.
   (xii) Health information systems.
   (xiii) Mechanisms to detect both underutilization and overutilization of services as part of the quality assessment and performance improvement programs.

2. For RCs:

   (i) Functional eligibility screening, including recertifications performed by CMOs
   (ii) Outreach to potential FC enrollees
   (iii) Information and assistance services, including long-term care options counseling
   (iv) Access to services
   (v) Enrollee Information
   (vi) Enrollee Rights
   (vii) Confidentiality
   (viii) Enrollment and disenrollment
   (ix) Grievance systems

3. For enrollment consultants:
   (i) Enrollee Information
   (ii) Enrollment and disenrollment

A. Expected Volume under this Review Activity

1. The contractor will assess and report on the extent to which the Family Care agencies under review comply with selected components of the thirteen standard components listed above per year. The work will include:

   (i) The design of methods to assess the extent to which each RC, Enrollment Consultant, and CMO has implemented effective systems for meeting required standards in the selected areas; and,
   (ii) The design of a measurement and scoring system that will allow the Department to accurately interpret each agency's performance, focus its contract enforcement efforts, and produce reliable information.

2. Results must allow the Department to determine whether each RC, Enrollment Consultant, and CMO is in compliance with program requirements in the areas under review.

3. During the contract period, 2003-2004, standards reviews will be conducted on nine RCs, 1 Enrollment Consultant contract, and five CMOs.

B. Brief Summary of Review Activities

1. This review shall begin with an off-site review and at times approval of documents submitted by the Family Care agencies and on-site reviews where interviews will be conducted with key staff, providers and consumers. Although document review and approval and interviews with agency staff are the core of this review activity, additional tasks will be necessary to prepare for, effectively support, and conclude the review activities. The tasks that comprise this review activity are:

   (i) Planning and developing the review approach
   (ii) Obtaining background information from the Department
   (iii) Prioritizing and selecting focused monitoring areas
   (iv) Obtaining, tracking and reviewing reports and documents
   (v) Working with state staff to assure timely response to Family Care agencies
   (vi) Facilitating and participating in meetings between EQRO and State staff to discuss implementation of quality standards, and following up with Family Care agencies when concerns about implementation of quality standards are identified
   (vii) Participating in interviews of agency personnel, members, and providers
   (viii) Collecting any other accessory information
   (ix) Analyzing and compiling findings
   (x) Reporting activities, findings and results to the Department

C. Contractor Responsibilities

1. The contractor shall use information collected from Family Care agencies as part of contract reporting requirements, during the Department's regular compliance reviews of quality standards, and information gathered from other review activities the Contractor conducts to assess the extent to which each Family Care

agency under contract has implemented state-mandated quality standards. The contractor shall begin participating in the on-site reviews (which may be in progress) on the effective date of the contract.

2. As part of this assessment review of QA/QI standards, the contractor must develop a measurement methodology that addresses all of the QA/QI standards. If requested by the state, a scoring methodology will be developed that will allow for comparison across CMOs/RCs. The measurement and scoring methodology is due April 1, 2004 for implementation during the standard reviews that begin in mid 2004. The Department must approve the measurement and scoring methodology.

3. If requested, the scoring methodology shall include a weighting scheme based on the relative importance of each standard, and a process to determine how weights are assigned and the level of performance that would result in a particular numeric score. The measurement of performance against some standards may require the contractor to review individual service records of current or former Family Care members.

4. If requested the contractor shall develop the scoring criteria, the forms to be used for measurement and scoring, and the detailed procedures to be followed for the measurement and scoring. This may entail a breakdown of the standards in the Family Care agency contract and those specifically requested by the Department into separately measurable items.

5. If requested, the contractor shall assign numerical values to each item to be measured based on a scale that is appropriate to the item scored. For CMOs/RCs, the contractor may be asked to integrate the measurement and scoring of the CMO's/RC's PIP with that of the standards in this section.

D. Staffing Requirements

1. Refer to Part III for general staffing requirements.

2. The contractor shall have professional staff to develop methods and criteria for assessing the implementation of Family Care QA/QI standards, review protocols and scoring methods, and present findings in a clear and accurate format.

3. The Contractor shall identify a key individual or a team of key individuals to assume leadership of review activities related to assessing QA/QI standards. The leadership team must possess sufficient current knowledge of managed care quality standards and applicable federal regulations that pertain to managed care delivery systems.

E. Methods, Workplan and Implementation

1. The Contractor shall have a flexible, proactive contract management plan for this review activity that includes:

(i) Formal work plans with timelines, deliverables, and accountabilities;
(ii) Development of contingency plans;
(iii) Regular meetings with the DHFS;
(iv) Regular meetings with the Contractor's internal review team members.

2. The implementation of this review activity shall be completed according to an approved workplan. The contract manager shall develop a schedule of all deliverables and actions, including a series of milestones necessary to prepare and complete the deliverables. Appropriate staff shall meet with DHFS staff regularly or on an ad hoc basis to discuss contract issues, timelines, activities, ongoing process development, criteria revisions, and any other issues that arise.

3. Potential problems and barriers to carrying out the workplan for this review activity shall be identified and, when appropriate, reported to the DHFS in a timely manner that allows for sufficient opportunity to intervene and guarantee completion by the scheduled due date. The contract manager shall be available by telephone, e-mail, and in person to meet needs that arise on a day-to-day basis.

4. The Contractor shall provide support to the Family Care agencies using a collaborative approach to assist them in areas where they need to make additional efforts to implement QA/QI standards. As part of this approach, the Contractor shall:

   (i) Plan, administer and oversee the collaboration;
   (ii) Quantify the impact of deficiencies in the accuracy and completeness of data so that quality improvement activities can be initiated by the Family Care agency;
   (iii) Conduct/participate in a appropriate workgroups as necessary;
   (iv) Conduct conference calls with Family Care agencies to facilitate learning when needed;
   (v) Provide one-on-one and group consultation to Family Care agencies;
   (vi) Maintain up-to-date communication with the DHFS on how the approach is working.

5. The Contractor shall, in collaboration with the DHFS, develop a review process and a review tool for each agency that it is consistent with CMS protocols. If requested by the DHFS, the tool for reviewing and assessing compliance with Family Care quality standards shall have a built in scoring mechanism based on criteria that have been developed collaboratively in order to track the progress of each review. The tool shall lead reviewers through an algorithm that ultimately provides a score report for each review area.

6. If requested by the DHFS, the score report for each review area and each Family Care agency shall list all review criteria, show the status of the review for each criterion, and tally the total number reviewed and compliant so as to allow the DHFS to easily view its progress and present a snapshot of items that remain outstanding.

7. The review tool developed by the Contractor shall be automated to enable linking review criteria to review methodologies, to log review findings and related notes, and to develop customized status reports and review summaries. Data from compliance reviews shall be stored in a database to DHFS-specific requirements.

8. The review processes developed for this review activity shall be standardized so that each reviewer is relying on the same source documentation or other evidence to assess compliance. The review procedures and instruments shall specify the data source for each criterion in order to establish a foundation for a consistent review methodology. The review methodology, processes and tools shall be shared with the Family Care agencies in advance of the review.

9. The Contractor shall provide information to Family Care agencies to help them prepare for the reviews. The information provided shall include an overview of the process as a whole as well as explanations of the follow-up process once the onsite reviews are complete, and:

    (i) The DHFS' areas of priority for the review process
    (ii) The tool that the reviewers will be using to conduct the quality reviews
    (iii) The type of documentation the entities should be providing to the DHFS
    (iv) The types of Family Care agency staff who should be available during the onsite part of the review
    (v) A review of the site visit agendas and other relevant materials

10. A second, similar information and preparation shall be provided to the review team prior to each onsite.

11. The Contractor shall initiate the documentation review. Each Family Care agency shall be asked to submit documentation based on the unique requirements of the agency. Documentation shall be sent to the Contractor who shall then distribute it to the review team. Specific individuals may be assigned specific areas to review consistently to increase consistency and efficiency. Copies of required documentation shall be made available to the DHFS when requested.

12. The Contractor shall track documentation submitted by the Family Care agencies. A standardized response form shall be sent to the agency when items submitted for review and or approval that inform the agency when to expect a response. All incoming information from the various Family Care entities shall be organized and maintained in an inventory database. A computerized document management system shall be developed that includes a crosswalk of documents to requirements and criteria.

13. The Contractor shall track DHFS responses to requests for approval of policies, procedures and plans that are submitted by Family Care agencies, and work with DHFS staff to assure timely responses and approvals from DHFS to Family Care agencies.

14. Documentation review shall provide an understanding of what issues may require additional accessory information and/or follow up during site reviews. The DHFS shall be informed whenever the documentation sent by a Family Care agency does not meet contract requirements as the contract that each agency has with the DHFS specifics different correction processes. The DHFS must be directly involved whenever the Contractor finds that a Family Care agency is non-compliant.

15. The Contractor shall participate in the Department-led onsite reviews. Onsite reviews may last up to two days in duration and will entail travel. At a minimum, three team members will join the review team for each CMO on-site review, and one team member will join the review team for each resource center and enrollment consultant on-site review.

16. The Contractor shall assign a review team member to be the central point person for each review team and each onsite visit to the 15 Family Care agencies to be the repository for additional information requested during the site review. The purpose of the site visit shall be to discuss the implementation of quality standards with those who implement them on a day-to-day basis.

17. Pre-onsite activities shall consist of the following:

    (i) Contact Family Care Agency to identify involved staff and arrange teleconference date;
    (ii) Develop and disseminate site review agenda packets to the agencies which will list the agency personnel who need to be present during various parts of the site review;
    (iii) Hold kickoff teleconference to explain the agenda packet contents;
    (iv) Provide ongoing technical assistance to the CMOs as each prepares for the onsite visit to clarify preparation requirements and materials, clarify the methodology, rationale, and procedures, and address any individualized miscellaneous question/problem;
    (v) Finalize onsite visit dates with CMOs;
    (vi) Ensure that all necessary documentation is submitted for the review;
    (vii) Train re-review staff on protocols, guidelines, and tools for selected review areas;
    (viii) Develop, update and/or revise quality standard software, including automated report generation.

18. Onsite activities shall consist of the following:

    (i) Interview Family Care Agency personnel involved with the components of the standards review;
    (ii) The point person for the review shall catalogue and score findings if requested by the DHFS from the review using the automated score report

and keep track of outstanding items that will require follow up after the review;

(iii) If follow up is required, work with the agencies to establish timelines for achieving compliance so that the quality review process is completed within the designated timeframes;

(iv) Conduct a closing meeting shortly after the site visit to review the list of accessory information that the organization will submit and any additional next steps;

(v) All automated review tools shall be submitted to the point person for the review to compile scores (if requested by the DHFS).

19. Post-onsite activities include:

    (i) The Contractor shall develop a draft report for review by the DHFS that includes an executive summary and the agency final score if requested, as well as clear and concise bullet point lists which will briefly describe each agency's strengths and weaknesses, provides detailed information behind conclusions, identifies any deficiencies identified during the review, and several bullet points highlighting considerations for the DHFS;

    (ii) The Contractor shall incorporate DHFS revisions into the preliminary report and disseminate it to the Family Care agency;

    (iii) The Contractor shall incorporate the Family Care agency's revisions/comments/feedback, in a final report, after collaborating with DHFS and disseminate a final report to the Family Care agency.

20. Process problems, unanticipated delays, and timeliness issues shall be reported to the DHFS and every attempt shall be made to minimize delays through staff overtime or temporary reallocation of staff time.

21. On an ongoing basis, the Contractor shall revise and maintain review tools, annually review standards used for the validation review, and provide opportunities for process improvements to the DHFS. The contract manager and project lead shall be responsible for assuring that the finalization of review standards, protocols, and review instruments shall occur no later than the deadline stated on the approved workplan. Interrater reliability testing on review tools shall be completed prior to performing the review when multiple quality review teams are conducting reviews.

22. Trained reviewers shall perform the review, using a DHFS-approved tool and following the Contractor's standard procedures for reviewing quality standards. Reviewers shall contact the Family Care Agency if additional information or clarification of submitted documents is needed.

23. Within 45 days of receipt of the kick-off teleconference with the Family Care Agency, the Contractor shall complete the draft report.

24. Within 30 days of the completion of the all site reviews for one of the types of Family Care agencies, the Contractor shall submit a written draft of an aggregate report— one for each of the three types of agencies.

25. Annually the contractor shall complete the following activities related to the long term care functional screen (LTCFS):

    (i.) Support the development of the IRRT case scenario
    (ii.) Analyze IRRT Test results and provide a report as defined by the Department
    (iii.) Provide data, as requested by the department for research studies on the use of the screen
    (iv.) Complete research on the selected studies related to the LTCFS as requested
    (v.) Conduct the review of QI projects around the LTCFS as requested

26. On an ongoing basis, the contractor will develop and implement a process for reviewing all appeals and grievances registered by requesters directly through the DHFS process. This process will include a concurrent review of all appeals referred from the DHA, which have been filed by requesters directly through the Fair Hearing Process. This review process will include:

27. The Contractor will work in collaboration with DHFS to develop and implement a process to review all appeals and grievances registered by requesters directly through the DHFS process. This will include development and implementation of established protocols for the following activities:

    (i.) Receiving appeals and grievances through the DHFS telephone hotline, mail, e-mail, facsimile, or directly from Regional Office representatives.
    (ii.) Entering all initial information into a central database when an appeal or grievance is received.
    (iii.) Making an initial contact with the requester to obtain necessary information regarding the issues.
    (iv.) Formally acknowledgment of appeals and grievances..
    (v.) Determining if issues are related to eligibility, entitlement, or cost-sharing and making appropriate referrals, when indicated.
    (vi.) Conducting a review of all available information. Information may include any contacts with members, guardians, requesters, CMO staff, other providers when indicated, and the member's file.
    (vii.) Collaborate with DHFS on all appeals and grievances
    (viii.) Negotiation/mediation between the member/requester and the CMO to see if a resolution can be reached that is acceptable to the member.
    (ix.) Advising requesters of the outcome of the review, and advising them of other options for appeal that are available to them, if resolution cannot be reached.
    (x.) Entering all review results into a central database.
    (xi.) Providing DHFS with a summary of all appeals and grievance reviews

(xii.) Collaborate with DHFS and CMOs to ensure that all Family Care members are aware of the appeal/grievance process.
(xiii.) Provide reports to DHFS, as requested.

28. The Contractor will work in collaboration with DHFS to develop and implement a process to review all appeals that are referred to DHFS from DHA for concurrent review, which have been filed by requesters directly through the State Fair Hearing Process. This will include development and implementation of established protocols for the following activities:

    (i.) Entering all initial information related to the appeal into a central database.
    (ii.) Making an initial contact with the requester to obtain necessary information regarding the issue.
    (iii.) Conducting a review of all available information. Information may include any contacts with members, guardians, requesters, CMO staff, other providers when indicated, and the member's file.
    (iv.) Collaborating with DHFS on all appeals referred from DHA.
    (v.) Negotiation/mediation between the member/requestor and the CMO to see if a resolution can be reached that is acceptable to the member.
    (vi.) Providing DHFS, CMOs, and requestors of the outcome of the review and advising them of other options available to them, if resolution cannot be reached.
    (vii.) Entering all review results into a central database.
    (viii.) Providing DHFS with a summary of all appeals reviewed that were referred from DHA.
    (ix.) Communicating with DHA when a resolution is reached that is agreeable to the requester.
    (i.) Provide reports to DHFS, as requested.

29. On an ongoing basis, the Contractor shall monitor the status of all contract deliverables. This monitoring shall be done using established quality indicators that are continuously assessed by the contract manager.

F. Contractor Deliverables

1. The contractor shall submit reports on a timely basis, provide reliable and valid information using the appropriate scoring methodologies if requested by the DHFS and provide preliminary reports of reviews to each Family Care agency for comment prior to finalizing each report. Reports shall include executive summaries that provide quick overviews of results.

2. Within 30 days of submitting reports, the DHFS shall provide feedback on the quality of the Contractor's processes and reporting. The Contractor shall use feedback to incorporate process improvements in the next annual cycle of Quality Site Visits.

3. Technical appendices shall be included in reports that explain information in greater detail. A comprehensive annual report that reflects all activities during the contract period is required.

4. The contractor shall report directly to the Department and shall submit all deliverables and information to the Department prior to providing them to the CMOs/RCs or other entities. All deliverables shall be developed under the guidance of the Department, and shall be the property of the state of Wisconsin. All reports, publications or studies generated from this review area shall be reviewed and approved by the Department.

ATTACHMENT E. Assessing CMO Services and Support Coordination

This activity entails annually assessing the adequacy of the case management function of the CMO by reviewing the adequacy of plans of care for Family Care enrollees. The purpose of this review activity is to evaluate the following processes and outcomes of care delivered by the CMO and its network providers:

(i) The CMO assessment and service and support planning process;
(ii) How the coordination process has been implemented by the interdisciplinary teams;
(iii) How well service plan goals reflect the enrollee's stated desires and preferences;
(iv) Whether or not services furnished or coordinated are consistent with the nature and severity of the enrollee's disability and the stated desires and preferences of the enrollee.

A. Expected Volume under this Review Activity

Each of the three review types listed below is considered a separate focused study. A preliminary estimate of the number of cases that must be reviewed on an annual basis under three review types is found below.

1. Focused Study: New CMO enrollee review:

   (i) Annually a minimum of 5% random sample of the total enrollment of new enrollees in each CMO will receive a review of the case management activities that assure the member-centered plan has been developed and implemented and that care is being coordinated across providers. A new enrollee is defined as an enrollee who has been a member of the CMO for at least 90 days (per previous quarter).

2. Focused Study: Continuing CMO enrollee review:

   (i) Annually a minimum of 5% random sample of the total number of continuing enrollees in each CMO will receive a continuing service review of case management activities that assure the member-centered plan has been implemented and that care is being coordinated care across providers.)
   (ii) A continuing enrollee has been enrolled in the CMO for at least one year.

3. Focused Study: Targeted, high risk case reviews:

   (i) Annually, a minimum of 5% random sample of CMO enrollees who meet criteria that has been developed by the Department will receive a review of

the case management activities with special attention given to high-risk areas.

(ii) A targeted, high-risk case is any case that meets the DHFS' targeting criteria on the enrollee's most recent LTCFS.

B. Brief Summary of Review Activities

1. This review activity, hereafter called the member-centered assessment and plan (MCAP) review, consists of reviewing available information about services, supports, time frames, staff responsible for service provision, and documentation of the member's preferences and needs in the service plan.

2. MCAP reviews shall be conducted using review protocols developed by the Department, the CMOs, and the contractor. In order for assessment results to be valid and reliable, assessments must be designed, conducted and reported in a methodologically sound manner. The seven steps of the protocol to be undertaken when conducting a focused study are listed below:

   (i) Select a relevant area of care or services to be reviewed
   (ii) Define the area of focus for the topic selected
   (iii) Develop criteria or indicators for objectively measuring the quality of care and services being provided
   (iv) Identify the population and a select a representative sample
   (v) Develop reliable procedures to collect data
   (vi) Collect data
   (vii) Analyze data and interpret findings

C. Contractor Responsibilities

1. During the first contract period, the contractor shall review a random sample of all new and continuing CMO enrollees and a targeted sample of members who are at high risk for health, safety and welfare issues. MetaStar selects cases for review from the sample provided by the Department

2. MCAP reviews shall be conducted on an ongoing basis throughout the contract period and carried out concurrently as each CMO develops and implements its members' service plans. (It is anticipated that for each CMO a sample of new and continuing members and a sample of members who are high risk for health, safety and welfare issues will be selected on a quarterly basis.)

3. The contractor shall be responsible for requesting the necessary information from the CMO to review each case.

4. Depending on the number of records requested from a CMO, the contractor will either review the records at the CMO's site or will receive copies of the records by mail or other means.

5. The contractor must have the capability to design and use complex sampling methods, including the use of appropriate statistics to assure valid results.

6. An important Department goal is to provide timely feedback to CMOs. This objective is a challenge when conducting retrospective reviews that allow a specified time lag for data to be submitted to the Department. The Department is interested in innovative and efficient approaches to sampling, collecting data from record reviews, analysis, and report production that will result in timely feedback. The Contractor shall work with the DHFS to achieve this goal.

7. The contractor, in collaboration with the Department and CMOs, shall develop effective review protocols using valid and reliable methodologies for evaluating the member-centered planning function of the CMO.

8. The contractor shall be responsible for implementing the review protocols, and all policies and procedures related to the member-centered assessment and plan review. Policies and procedures shall include required elements of the CMS Regional Office Protocol for Conducting Full Reviews of Sate Medicaid Home and Community-Based Services Waiver Programs and the draft CMOs protocol for use in conducting EQR focused studies of health care quality.

9. The contractor shall develop a database for storing information on its review activities related to evaluating the CMO's capacity for care coordination.

10. The contractor must be able to evaluate the effectiveness of interventions developed and implemented by each CMO to improve care coordination.

11. The contractor shall work with CMOs and the Department to establish processes to promote quality improvement.

D. Staffing Requirements

1. Refer to Part III for general staffing requirements.

2. The contractor must assure that staff who perform MCAP reviews meet the minimum Contractor Review Activity Lead and Review Staff Qualifications stated in Attachment B of the EQRO request for proposal. This requirement includes the hiring of health and long term care professionals with special expertise in the care, services and supports under review by the contractor and will include, at a minimum, sufficient nurse and social worker review staff with appropriate experience in LTC services and supports, mental and behavioral health professionals, therapists, and others who have knowledge of services and needs of persons in the Family Care target groups as the need arises.

3. Trained reviewers will abstract from the member’s service record data needed to complete the review. The contractor must assure that reviewers are trained in data abstraction by measuring interrater reliability of reviewers on a periodic basis.

Contractor reviewers must achieve an overall inter-rater reliability score, as measured by a percentage agreement among reviewers, of at least 90%.

4. As a contractor to the Department, all personnel having access to member records must sign a standard security agreement indicating understanding and consent to maintain the confidentiality of information in member service records. Any violation of confidentiality will result in an immediate termination of the contract and may result in legal action.

5. The contractor must obtain training for its clinical and non-clinical staff reviewers including:

   (i) An overview of the Department's review system including the Department's goals and objectives for conducting this review;
   (ii) Training relevant to State regulations, policies, and procedures regarding Medicaid covered state plan services and waiver services;
   (iii) Instruction on how to conduct record reviews and how to abstract information necessary to make a determination about adequacy of care management services from the service record; and
   (iv) How to document case-specific findings and determination whether the member's service plan is consistent with the nature and severity of the member's disability.

6. The contractor shall provide continuing education to its clinical and non-clinical reviewers and other staff.

E. Methods, Workplan and Implementation

1. The Contractor shall have a flexible, proactive contract management plan for this review activity that includes:

   (i) Formal work plans with timelines, deliverables, and accountabilities;
   (ii) Development of contingency plans;
   (iii) Regular meetings with the DHFS;
   (iv) Regular meetings with internal contract team members.

2. The implementation of this review activity shall be completed according to an approved workplan. The contract manager shall develop a schedule of all deliverables and actions, including a series of milestones necessary to prepare and complete the deliverables. Appropriate staff shall meet with DHFS staff regularly or on an ad hoc basis to discuss workplan issues, MCP review activities, ongoing process development, criteria revisions, and any other issues that arise.

3. Potential problems and barriers to carrying out the workplan for this review activity shall be identified and, when appropriate, reported to the DHFS in a timely manner that allows for sufficient opportunity to intervene and guarantee completion by the scheduled due date. The contract manager shall be available by telephone, e-mail, and in person to meet needs that arise on a day-to-day basis.

4. The Contractor shall provide support to the Family Care CMOs using a collaborative approach to assist them in areas where they need to make additional efforts to improve data collection and reporting. As part of this approach, the Contractor shall:

   (i) Plan, administer and oversee the collaboration;
   (ii) Develop and share best practices that can be incorporated into appropriate benchmarks activities;
   (iii) Conduct/participate in a quarterly CMO case management workgroup;
   (iv) Conduct conference calls with CMOs to facilitate learning when needed;
   (v) Provide one-on-one and group consultation to CMOs;
   (vi) Maintain up-to-date communication with the DHFS on how the approach is working.

5. The Contractor shall work with the DHFS to explore the following:

   (i) How MCAP reviews can be coordinated with the Family Care outcome reviews described in the next attachment; and
   (ii) How outcome data obtained through member outcome interviews can be integrated with the data collection during MCAP reviews.

6. In order to meet the federal requirements of the Family Care 1915(b) waiver, review protocols, tools, reporting methods and analytical mechanisms must be consistent with the EQRO protocol Conducting Focused Studies of Health Care Quality. Review protocols and review tools shall be developed collaboratively by the DHFS, the CMOs and the Contractor. This process may involve frequent face to face meetings, teleconferences, and emails.

7. The source of information for this review activity, shall be administrative data (e.g., CMO membership/enrollment files), LTC functional screen data, documentation of comprehensive assessments and member-centered plans, utilization and outcome information on members, interdisciplinary team and provider case notes and copies of records from CMO network providers, and may also include interviews of CMO staff and providers or interviews of members and/or their representatives or a combination of all sources. Eligibility data, LTC functional screen data, fee-for-service-claims data, and HSRS data will be provided to the contractor. The contractor must have the capability to load all of the data on its system.

8. The primary method of review for this activity shall be onsite reviews at the CMO. At the direction of the DHFS reviews may also be conducted off-site at the Contractor's offices.

9. The implementation of this review activity shall be divided into three categories: pre-review tasks, review tasks, and post review tasks. Tasks shall be completed according to an approved workplan.

10. Pre-implementation tasks that require completion in preparation for completing review activities are:

    (i) Develop review standards, protocols, criteria, tools, and if requested, a scoring methodology;
    (ii) Develop a protocol for intensifying the rate of MCP reviews if a CMO is found to have an unfavorable trend towards non-approval of plans;
    (iii) Develop written policies and procedures for requesting necessary information from the CMO to conduct MCP reviews, to schedule on-site reviews, and for referring cases to the DHFS for health and safety issues and for approval;
    (iv) Maintain a MCAP review database to track review findings, generate contract-specific reports, create trend reports, and provide ad hoc reports as needed;
    (v) Establish effective communication processes with the DHFS and CMOs to facilitate MCAP review activities;
    (vi) Develop reporting formats;
    (vii) Provide initial training for all staff conducting reviews on confidentiality policies and procedures, final review standards, protocols, criteria, tools, case-specific reports, and data entry;
    (viii) Develop a process for receiving cases randomly selected for review by the DHFS;
    (ix) Contact the CMO when cases are selected for review to coordinate arrangements for the onsite review with a notice to the DHFS as to when this will occur;
    (x) Plan for how many reviewers will be needed to complete an onsite review;
    (xi) Contact the CMO one to three days prior to scheduled onsite review for confirmation of arrangements;
    (xii) Reschedule onsite reviews, if necessary and notify the DHFS if reviews are rescheduled;
    (xiii) Electronically log and track all cases that are selected for review;
    (xiv) Annually review all standards, protocols, criteria, and tools to identify opportunities for improvements and provide feed back to the DHFS.

11. Review tasks include all activities related to the actual performance of MCAP reviews. The Contractor shall conduct the following tasks during a review:

    (i) For each Family Care member in the sample, perform a review of relevant documentation, including the comprehensive assessment, ISP, MCP, LTCFS, case notes, or other health and long-term care records, and interview members of the interdisciplinary team and/or the Family Care member if indicated;
    (ii) Assess these documents against the tool developed for this activity;
    (iii) Contact or request additional information from the CMO, as necessary, to complete the review;

(iv) Based on pre-established criteria make an approval or non-approval recommendation to the DHFS,
(v) Apply the unmet need and health and safety protocol to each case reviewed;
(vi) Prepare a case-specific findings report for immediate feedback to the CMO and the Department;
(vii) Enter findings into the database.

12. Post-review activities are activities that occur as a result of the MCAP review. These activities shall occur following completion of the review:

(i) Track all cases where follow-up was requested (e.g., a portion of the record was not available during the review), receive all documentation and/or communication from CMOs related to cases needing follow-up, ensure that all information that was requested has been received, and re-review case in consideration of additional documentation;
(ii) Analytical and descriptive reports that include a summary of findings and recommendations for problem resolution, quality improvement, and follow-up activities shall be generated for review by the Department;
(iii) An immediate referral shall be made to the DHFS for all cases with a non-approval recommendation or that have a potential unmet need or health and safety issue that could have an immediate serious effect to the member;
(iv) The CMO shall be notified of the review findings and the Contractor shall provide assistance to the CMO in interpreting the report findings and with developing follow-up plans;
(v) Revise reports based on DHFS feedback and issue the final report of the review to the CMO and to the DHFS; and
(vi) Refer all cases to DHFS that remain pended or that have unmet needs, health or safety concerns or other concerns, remaining at the completion of the review process.

13. Process problems, unanticipated delays, and timeliness issues shall be reported to the DHFS and every attempt shall be made to minimize delays through staff overtime or temporary reallocation of staff time.

14. On an ongoing basis, the Contractor shall revise and maintain review tools, annually review standards used for the MCAP reviews, and provide opportunities for process improvements to the DHFS. The contract manager and project lead shall be responsible for assuring that the finalization of review standards, protocols, and review instruments shall occur no later than the deadline stated on the approved workplan.

15. The Contractor shall develop an electronic tracking system to identify the location and status of each record and status of follow-up from the time of record arrival through review completion, including storage locations. Data from MCAP reviews shall be stored in a database to DHFS-specific requirements.

16. The Contractor shall, in collaboration with the DHFS, incorporate ideas for revising the current MCP review process and improving the current review tool so that it is consistent with appropriate CMS documents and includes all of the components as required by the DHFS' contract with CMOs.

17. The revised Family Care tool for reviewing MCAP reviews may have a built in scoring mechanism to assess domain-specific subtotals and an algorithm that provides a composite score from the domains.

18. The Contractor shall hire, subcontract, or arrange for consultation services with physical, occupational, and speech therapists, pharmacist, and professionals in mental health and behavioral disorders if needed.

19. Within 5 business days of the initial quarterly review for a particular CMO, the Contractor shall complete the preliminary report of findings and issue the report to the CMO and to the DHFS.

20. Within 5 business days of the completion of re-review for a CMO when applicable, the Contractor shall complete the final report of findings and issue a final report to the Department and CMO.

21. Within 10 business days of the completion of the quarterly review, the Contractor will submit a written draft report of the quarterly review activities.

F. Contractor Deliverables

1. The contractor shall develop and prepare the following technical and descriptive data reports: quarterly case-specific findings and recommendations, quarterly trend reports for each CMO, and quarterly summary reports.

2. *Case Specific Findings Reports.* Each MCAP review shall result in written case-specific findings, recommendations, and a determination by the Contractor that the member's service plan is consistent with the nature and severity of the member's disability. Case specific reports will specify whether or not care and services provided by the CMO meet standards (including unmet needs and health and safety issues) and whether or not follow-up is required. At the conclusion of a review, the reviewer will recommend to the Department whether or not to approve the plan. The contractor will report to the Department on the case-specific findings and recommendations of member-centered plan review activities, by CMO.

3. *Trend Reports.* The second deliverable is a trend report specific to each CMO, as well as to all CMOs in the aggregate, that includes a summary of the contractor's findings and recommendations for problem resolution, quality improvement, and follow-up activities such as technical assistance. Reports shall be in an electronic format that is acceptable to the Department.

4. *Quarterly Summaries*. Summary reports, specific to each CMO, shall be submitted to the Department at the end of each quarter for feedback by the Department before they are finalized. The Department may then direct the Contractor to have the findings reviewed by the CMO in order to assist in the interpretation of findings and the development of follow-up plans for problem resolution and quality improvement.

5. *Annual EQR Activity Report.* This report shall include the following: objectives of the review, the technical methods of data collection and analysis, the data obtained from the review, the conclusions drawn from the data, the manner in which data from all review activities was aggregated and analyzed, analysis of each CMOs' progress in implementing the CMO contract standards for care management, the conclusions that were drawn as to the quality and cost-effectiveness of car furnished by the CMO, a detailed assessment of each CMO's strengths and weaknesses with respect to timeliness, access, and quality of the health and LTC services furnished to Family Care members, the recommendations for improving the quality of the services furnished by each CMO, comparative data about all CMOs, and of the degree to which each CMO effectively addressed the recommendations for quality improvement.

6. All statistics and information generated by this review shall be used to develop analytical and descriptive reports for use by the Department. The contractor will report directly to the Department and must submit all deliverables and information to the Department prior to providing this information to CMOs or other entities. All deliverables must be developed under the guidance of the Department, and are the property of the State of Wisconsin. All reports, publications or studies generated from this review area must be reviewed and approved by the Department.

7. *Unexpected Death Review*. In addition to assessing the adequacy of the case management function, the contractor will complete a review of all unexpected deaths reported by the CMOs.

   This review activity entails evaluating CMO reporting, analysis and follow-up of unexpected deaths of CMO members. Unexpected deaths are defined in the CMO/Department contract as any death that:

   (ii.) By statute or regulation must be reported to the coroner or medical examiner;
   (iii.) Is reported to the Department of Regulation and Licensing or any part of the Department of Health and Family Services;
   (iv.) Is a result of trauma;
   (v.) Occurs under suspicious, obscure or otherwise unexplained circumstances;
   (vi.) Occurs while a grievance, appeal, or fair hearing is pending at the time of death.

Elements of this review may include:

(i.) Acknowledgment to the CMO of the reported unexpected death.
(ii.) Request for additional information will be made within 5 business days
(iii.) Maintain a master-tracking log
(iv.) Review additional information and the analysis CMO improvement plan if appropriate
(v.) Complete review using Department approved criteria for unexpected deaths. Report final recommendations to the Department
(vi.) Case summaries with recommendations will be completed within 5 business days of making determination. Contractor will meet with the Department to discuss case and recommendations. A written report will be submitted during this meeting. The Department must sign-off on the report or request further follow-up.
(vii.) During the course of the review, if the contractor identifies any information that questions a potential for any adverse outcomes for existing CMO members, the contractor will contact CDSD immediately.
(viii.) The contractor will develop and maintain a database that will allow for aggregate and special topic analysis as defined jointly by the Department and the contractor.

ATTACHMENT F. Assessing Family Care Member Outcomes

Annually, the contractor shall assess whether CMOs are achieving the 14 Family Care outcomes by conducting interviews of Family Care enrollees using the methodology developed and administered by The Council on Quality and Leadership, hereafter The Council. The Department has selected fourteen of the Council's 25 outcomes as a basis for measuring outcomes of enrollees who are receiving the Family Care benefit. They are:

1. People choose where and with whom to live.
2. People achieve their employment objectives.
3. People are satisfied with services.
4. People choose their daily routine.
5. People have privacy.
6. People participate in the life of the community.
7. People have personal dignity and respect.
8. People choose their services.
9. People are connected to informal support networks.
10. People are safe.
11. People are treated fairly.
12. People have the best possible health.
13. People are free from abuse and neglect.
14. People experience continuity and security.

A. Expected Volume under this Review Activity

1. The Contractor shall conduct interviews on a randomized sample of Family Care enrollees. The Contractor in cooperation with the Department shall select the sample for the interviews that will be carried out during the contract period. A maximum of 500 interviews will be conducted during the contract period.

2. In addition to conducting interviews of Family Care enrollees, the Contractor shall provide consultation, education, and other learning tools to build the organizational capacity of the CMO to support the achievement of personal outcomes of its members. This may be accomplished through a variety of mechanisms, which are described in the Methods, Workplan and Implementation section.

B. Brief Summary of Interview Activities

1. The Contractor shall conduct multiple single interviews of enrollees in a sample using The Council's copyrighted method. The purpose of the interview is to measure the achievement of the 14 Family Care outcomes.

2. Activities that are directly associated with the interview are listed in number 3 below, steps i-ix. A single interview is completed when steps ii through viii of the steps outlined below are carried out. For example, the follow-up interview with the enrollee's case manager and the data entry of the results of the interview are considered part of the interview.

3. The steps included in measuring the Family Care outcomes are:

    (i) Select the sample;
    (ii) Notify of the CMO;
    (iii) Facilitate the scheduling of CMO members for the Family Care outcomes measuring process;
    (iv) Interview enrollees in the sample;
    (v) Interview the enrollee's care management team;
    (vi) Report any health and safety issues that were identified during the interview to the Department;
    (vii) Determine the results of the interviews;
    (viii) Enter all data and results into a database;
    (ix) Issue reports related to member outcome interview findings.

C. Contractor Responsibilities

1. The Contractor shall maintain an ongoing, joint agreement with The Council to:

    (i) Use The Council's valid tool and copyrighted methodology to carry out interview activities described in this section;
    (ii) Provide consultation about decision-making on and reporting of the presence of the Family Care outcomes for CMO members;
    (iii) Carry out interview protocols using The Council's methodologies for evaluating the fourteen Family Care outcomes;
    (iv) Use other Council consultation, materials or other resources that may be used to address broader issues related to achieving personal outcomes.

2. The contractor shall develop the internal resources and/or subcontractual relationships for the provision of staff training necessary for the successful implementation of the requirements of this review activity and actively maintain its status with The Council as a trainer and consultant throughout the contract period.

3. The Contractor shall be responsible for revising and improving the current database that is used for storing information on its interview activities related to measuring the Family Care outcomes.

D. Staffing Requirements

1. Refer to Part II, Section E for general staffing requirements.

2. The contractor must have sufficient and appropriately qualified personnel that are trained, reliable interviewers to conduct the Family Care member outcome interviews according to an approved format and protocol by the time the first round of interviews begins (or other time period approved by the DHFS).

3. Interviewers shall conduct interviews on-site, at a location and time that has been chosen by the Family Care member, which may include evening hours.

4. Interviewers hired by the contractor must achieve an overall inter-rater reliability score, as measured by a percentage agreement among interviewers of at least 85%.

5. The contractor will be expected to hire and train, using trainers who are certified by The Council as described above, personnel to serve as interviewers, data collectors and decision-makers concerning the Family Care outcomes. And alternative to this requirement is to have full-time coordinator who is employed by The Council housed by the Contractor. The Department must approve the contractor's plans for delivery of the training.

6. The contractor must have computer systems and personnel capable of manipulating very large data sets including the MMIS and the Department's data warehouse.

7. The contractor must also have adequate statisticians, information system personnel and analysts to design systems that will be utilized to collect, analyze and present the information in a clear and concise format.

E. Methods, Workplan and Implementation

1. The Contractor shall have a flexible, proactive contract management plan for this review activity that includes:

   (i) Formal work plans with timelines, deliverables, and accountabilities;
   (ii) Development of contingency plans;
   (iii) Regular meetings with the DHFS;
   (iv) Regular meetings with internal contract team members.

2. The contract manager shall develop a schedule of all deliverables and actions, including a series of milestones necessary to prepare and complete the deliverables. Potential problems and barriers to carrying out the workplan for this review activity shall be identified and, when appropriate, reported to the DHFS in a timely manner that allows for sufficient opportunity to intervene and guarantee completion by the scheduled due date. The contract manager shall be available by telephone, e-mail, and in person to meet needs that arise on a day-to-day basis.

3. The Contractor shall provide support to the Family Care CMOs using a collaborative approach to assist them in bringing about improvements in care and services provided to Family Care enrollees. As part of this approach, the Contractor shall:

   (i) Plan, administer and oversee the collaboration;
   (ii) Conduct conference calls with CMOs to facilitate learning when needed;
   (iii) Provide one-on-one and group consultation to CMOs to facilitate carrying out the interviews as needed;

(iv) Maintain up-to-date communication with the DHFS on how the approach is working.

4. Process problems, unanticipated delays, and timeliness issues shall be reported to the DHFS and every attempt shall be made to minimize delays through staff overtime or temporary reallocation of staff time.

5. The Contractor shall, in collaboration with the DHFS, implement this activity so that it is consistent with the CMS draft Protocol for Administering or Validating Surveys.

6. The Contractor shall use the copyrighted system of quality measurement and enhancement developed by The Council on Quality and Leadership for determining whether the personal outcomes of the Family Care enrollee are present or absent and whether or not the CMO is providing support to achieve outcomes.

7. Interviews shall be completed on a random sample of Family Care enrollees. The Department and the Contractor shall develop the criteria for the sample. The Contractor shall be responsible for selecting a random sample from enrollment data to conduct interviews.

8. The contractor shall develop a schedule for conducting the member outcome interviews over an agreed upon length of time. Interviews for a CMO should be spread across several months to minimize the burden for the CMO. The proposed schedule of interviews must be submitted to the Department for review and approval 45 days prior to the beginning of each round of interviews.

9. The contractor shall distribute a description of the interview process (that has been approved by the Department) to all members and care managers with scheduled interviews prior to the commencement of the scheduled interview.

10. Working closely with The Council, trained, reliable interviewers shall conduct flexible, one-on-one interviews with CMO members. Interviewers are expected to have skills in overcoming difficulties with communication. Interviewers will visit each individual included in the sample in a place preferred by the individual, whether his/her home, place of employment or service delivery, or elsewhere. Completion time for this portion of the interview process is approximately 1.25 hours and is usually conducted by one interviewer.

11. Once the interview with the Family Care member is completed, the interviewer makes a decision, based on objective criteria developed by The Council, to determine the presence or absence of each of the 14 Family Care outcomes.

12. The interviewer will then arrange a follow up meeting with at least one member of the enrollee's interdisciplinary team to determine whether or not supports are in place to assist the member to achieve his or her individualized outcomes. This

interview shall be done on a face-to-face basis whenever feasible. Completion time for this portion of the interview process is approximately 0.5 hours and is usually conducted by one interviewer.

13. The information-gathering phase ends with a check of documentation when details or verification of information is needed. Although documentation is not a primary source of information for this activity, there are things that may need to be verified by reviewing the person's service records. Information such as specific dates, names, medical and legal information may be too detailed for people to remember. The follow-up visit with the case manager provides an opportunity to check documents.

14. The Contractor shall report any perceived unmet needs and potential health and safety issues that were identified during the interview according to an approved protocol, which may include follow-up and investigation of the issue.

15. All data and the results of all interviews shall then be entered into a database. Data compiled will detail the characteristics and demographics of those interviewed and should allow the Department to make inferences about the presence or absence of Family Care outcomes within a CMO and across the Family Care delivery system as a whole.

16. During each active interview period, the Contractor shall maintain a toll-free telephone number by which members can contact staff to discuss concerns or ask questions about the interview.

17. Contractor and The Council will actively monitor the results of all interviews conducted during implementation of the first round of interviews to assure integrity of results and consistency of approach.

18. The Contractor shall meet quarterly with the Department staff for the purpose of up dating the Department on interview results, status of reports, recommendations for improvements in the system, and to plan for making improvements. The contractor will develop, on a quarterly basis, a summary report of interview activity for each CMO.

19. Either Council staff or Contractor staff who are trained in The Council's methodology shall be actively involved in the development and revision of protocols related to measuring outcomes and in providing consultation, education or other learning sessions provided to CMOs.

20. The Contractor, in collaboration with The Council and the DHFS, shall assess whether or not CMOs' are achieving demonstrable improvement in the Family Care outcomes over time and if not to work with the CMOs and the Department to establish processes to promote quality improvement, and subsequently evaluate

the effectiveness of interventions developed and implemented by each CMO as part of its improvement activities related to improving outcomes.

21. Data gathered from this approach will be used for a variety of purposes, including implementing technical assistance and improvement projects and systems change projects, encouraging CMOs to implement interventions that have a significant positive effect on member outcomes, and reevaluating the Family Care delivery system structure overall.

22. Data from this activity may also be integrated with data from other activities and other data collected by the DHFS.

23. On an ongoing basis, the Contractor shall monitor the status of all contract deliverables. This monitoring shall be done using established quality indicators that are continuously assessed by the contract manager.

F. Contractor Deliverables

1. After the contractor has completed the interviews for each CMO, it will produce a set of preliminary findings and recommendations for problem resolution, quality improvement, and follow-up activities. These will be reviewed and commented upon jointly by CMOs and the Department before being finalized. It is necessary to have the review of preliminary findings by the CMOs in order to assist in the interpretation of the quantitative findings of the contractor, and the development of follow-up plans for problem resolution and quality improvement.

2. The contractor may be requested to provide two semiannual reports and a final report to the Department and each CMO for each contract period.

3. The semiannual reports shall consist of an up date on progress on activities to date, problems found while conducting the member outcome interviews, and recommendations for quality improvement activities related to interview findings.

4. The final report shall be a compilation of the results of the member outcome interviews for the review period, including identification of outcomes and supports, which are present and absent for each of the 14 outcomes. The Department expects the final report to be completed within 3 months of the date of the completion of the data collection activities.

5. Reports will focus on the degree to which the fourteen Family Care outcomes and supports are met in each CMO and Family Care-wide.

6. The contractor must submit reports on a timely basis, provide reliable and valid information using appropriate statistical methodologies and provide summaries of the data by CMO in aggregate formats.

7. Reports shall present results in formats relevant to a wide variety of audiences, including Department staff, legislators and the general public. This includes graphics and tabular results that are clear, concise and self-explanatory.

8. Annually, for each CMO and across all CMOs, the contractor will develop executive summaries that provide a quick overview of results.

9. Reports shall contain technical appendices that explain detailed technical information to Department staff.

10. A comprehensive annual report that reflects all activities in this area during the contract period is required.

11. The contractor will report directly to the Department and will submit all deliverables and information to the Department prior to providing this information to CMOs or other entities. All deliverables must be developed under the guidance of the Department, and are the property of the State of Wisconsin except for items agreed to in advance. All reports, publications or studies generated from the activities described above must be reviewed and approved by the Department.